

Scaling Mini-Grids

SMG

Request For Proposal (RFP) Template

*July 2022*

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1. **Request for Proposal**
2. **for a mini-grid concession**
3. **[MINI-GRID PROGRAM NAME]**

**[Date]**

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|  |
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| **Acronyms** |

BAFO Best and Final Offer

C&I Commercial and Industrial

E&S Environmental and Social

ESIA Environmental and Social Impact Assessment

GPS Global Positioning System

ICC International Chamber of Commerce

IDA International Development Association

1. IFC International Finance Corporation
2. IPF Investment Project Financing
3. kW Kilowatt
4. kWh Kilowatt-Hour
5. MIGA Multilateral Investment Guarantee Agency
6. NASA National Aeronautics and Space Administration
7. Q&A Question and Answer
8. RFP Request for Proposals
9. RFQ Request for Prequalification
10. SHS Solar Home Systems
11. SMG Scaling Mini-Grids
12. URDG Uniform Rules for Demand Guarantees
13. USD United States Dollars
14. : NOTICES AND DISCLAIMER

The (Procuring Authority) refers to the [Procuring Authority] that issued a Request for Prequalification dated [Date] in connection with the Project[s][[1]](#footnote-2) described therein (**RFQ**). Capitalised terms defined in the RFQ and used but not defined herein shall bear the meanings given to them in the RFQ.

The Procuring Authority is now issuing this Request for Proposals (**RFP**) to each Prequalified Bidder by way of an invitation to submit a proposal to design, finance, construct, operate and maintain [the/a][[2]](#footnote-3) Project [or, where the Prequalified Bidder would like to apply for multiple Projects, each Project for which the Prequalified Bidder wished to submit a proposal][[3]](#footnote-4) (**Proposal**).

This RFP has been prepared with the assistance of [Transaction Advisor].

Neither the Authority nor [Transaction Advisor], nor any of their respective consultants or advisors:

* 1. makes any representation or warranty (express or implied) as to the accuracy or completeness of the information contained in this RFP or in any other document made available (at any time) to a Prequalified Bidder in connection with the tender process for the Project [, or, where applicable, each Project][[4]](#footnote-5);
  2. shall have any liability for this RFP or for any other written or oral communication transmitted to a Prequalified Bidder in connection with a Prequalified Bidder’s evaluation of the Project [or, where applicable, each Project][[5]](#footnote-6); or
  3. will be liable to reimburse or compensate a Prequalified Bidder for any costs or expenses incurred by a Prequalified Bidder in evaluating or acting on this RFP or otherwise in connection with the Project] or, where applicable, each Project][[6]](#footnote-7); as contemplated herein or otherwise.

This RFP constitutes an invitation to submit a Proposal. It does not constitute a solicitation to invest, or otherwise participate in, the Project [or, where applicable, each Project][[7]](#footnote-8).

1. The Procuring Authority has, with their Transaction Advisor and legal counsel, adapted this RFQ from a form RFQ (**IFC RFQ**) downloaded from the International Finance Corporation (**IFC**) Scaling Mini-Grid webpage for its own use and IFC has no responsibility to the Procuring Authority, any bidder or any other party or their respective consultants or advisors (together the “**Third Parties**”) for any use which they may make of the IFC RFQ, this RFQ or any documents derived therefrom or in relation to the Project [or, where applicable, the Projects][[8]](#footnote-9). IFC makes no representations or warranties as to the contents, completeness, accuracy or quality of the IFC RFQ or any documents derived therefrom or as to the extent to which the IFC RFQ or any documents derived therefrom may be appropriate for any Third Party’s purposes. IFC does not assume any duty (including but not limited to any fiduciary duty or duty of care, or other duty) or any responsibility (whether in contract or in tort, including without limitation negligence and breach of statutory duty) to any Third Party in relation to or arising from the use of the IFC RFQ, any documents derived therefrom or the Project [or, where applicable, the Projects].[[9]](#footnote-10)

IFC shall not be liable in respect of any loss, damage or expense of whatsoever nature arising from any Third Party’s use of and/or reliance on the IFC RFQ or any documents derived therefrom, or which is otherwise related to the Project [or, where applicable, the Projects].[[10]](#footnote-11)

2. : INSTRUCTIONS TO PREQUALIFIED BIDDERS
3. Introduction and Virtual Data Room
   1. This Request for Proposals (**RFP**) is being issued to Prequalified Bidders following their selection in accordance with the RFQ.
   2. The Procuring Authority intends to invite private developers to compete for the right to develop, finance, construct, operate, and maintain mini-grids within a designated area (**Concession Area**), such right to be awarded to the winning bidder under a concession arrangement with the [procuring authority] (the **Project**). This RFP is for the procurement of several Projects, each defined as follows:
   3. Project 1 – [name]
   4. Project 2 – [name]
   5. Project 3 – [name]
   6. For each Project, the mini-grids within the Concession Area are grouped into Lots.
   7. The Prequalified Bidder shall obtain all Proposal documents directly from the Procuring Authority.
   8. The Procuring Authority uses the e-procurement system (the **[Procuring Country] Odyssey Platform**) indicated in Appendix 1 to manage the procurement process. The [Procuring Country] Odyssey Platform shall be used to manage the following aspects of the Procurement process: issuance of the RFP, Q&A, and minutes of the Pre-Proposal meeting, Virtual Data Room containing this RFP, the Project Agreements, and all other documents provided or to be provided to bidders under and in connection with this RFP (together the **RFP Documents**), submissions of Proposals, and distribution of minutes of Proposal openings.
   9. In order to access the Virtual Data Room, Prequalified Bidders shall provide an undertaking in the form attached at Part 2 of Appendix 1 (**Virtual Data Room Undertaking**). The Virtual Data Room Undertaking shall be signed on behalf of the Prequalified Bidder (or, if the Prequalified Bidder is a Consortium, the Lead Sponsor) by the individual identified in the power(s) of attorney submitted by the Prequalified Bidder at the RFQ stage. Prequalified Bidders will not be permitted to access the Virtual Data Room without providing the Virtual Data Room Undertaking.
   10. Prequalified Bidders shall send a copy of their signed Virtual Data Room Undertaking by email to the addresses listed for the Procuring Authority (with a copy to [Transaction Advisor]) as set out in Part 1 of Appendix 1 of this RFP.
   11. Prequalified Bidders are directed to Appendix 1 of the RFQ for a summary of [the/each][[11]](#footnote-12) Project. Further information is set out in the Virtual Data Room, to which each Prequalified Bidder will be given access in accordance with its signed Virtual Data Room Undertaking.
   12. Failure by a Prequalified Bidder to comply with its signed Virtual Data Room Undertaking at any time may result in access to the Virtual Data Room being withdrawn and, for non-compliance considered sufficiently serious by the Procuring Authority at its sole discretion, disqualification from the Process without compensation.
   13. The government of [Procuring Country] and the Procuring Authority are solely responsible for the procurement contemplated by this RFP. Prequalified Bidders should note that with respect to the intellectual property in Scaling Mini-Grids, the World Bank Group has authorised the Procuring Authority to use the RFQ, RFP and Project Agreements in conjunction with this procurement. By its receipt of this RFP, the Prequalified Bidder shall be deemed to have agreed to treat this document and its appendices as confidential and not to publish, reproduce or disclose the information contained therein to any third persons other than as may be necessary to consider, evaluate, advise on or further the Project and additionally, to make such persons aware of the confidential nature of the information. Following notification from the Procuring Authority that the Prequalified Bidder will not be selected for the Project[s], the Prequalified Bidder shall dispose of this RFP and other documents related to the Project in accordance with Section 2.3 of the undertaking, a form of which is attached at Part 2 of Appendix 1 (**Virtual Data Room Undertaking**).
4. Prequalified Bidder’s Conference
   1. The Procuring Authority will convene a pre-bid conference on a date and at a time and place notified by the Procuring Authority to all Prequalified Bidders in due course. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Each Prequalified Bidder shall be entitled to be represented by two (and no more than two) representatives at the pre-bid conference. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Prequalified Bidder.
   2. During the course of the pre-bid conference, the Prequalified Bidder’s representatives will be able to seek clarifications and make suggestions for consideration by the Procuring Authority. The Procuring Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for ensuring that the Process is fair, transparent and competitive. The Procuring Authority may furthermore, in its sole discretion, provide an opportunity for a one-on-one meeting with the Procuring Authority for the Prequalified Bidder’s representatives.
   3. Minutes of the pre-bid conference, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly on the [Procuring Country] Odyssey Platform indicated in Appendix 1 to all Prequalified Bidders. Any modification to the RFP Documents that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Authority exclusively through the issue of an Addendum pursuant to 6.2 and not through the minutes of the pre-bid conference.
5. Site Visit
   1. Any information and data in the Virtual Data Room relating to the Sites, their prevailing conditions and/or their suitability for the Project[s] has been provided by the Procuring Authority in good faith but without any intention to induce Prequalified Bidders to rely thereon. The Procuring Authority shall not be liable for any omission, mistake or error in such information or data, save after signature of, and then only as provided in, the [relevant] Project Agreements.
   2. The Procuring Authority encourages each Prequalified Bidder to visit the Sites prior to submitting its Proposal, in order to ascertain for itself the prevailing conditions at the Sites and [its/their] suitability for the Project[s], according to whatever criteria the relevant Prequalified Bidder considers relevant. The costs of visiting the Sites shall be at the Prequalified Bidder’s own expense.
   3. [Where the Prequalified Bidder and any of its personnel or agents elects to visit any of the Sites, as provided for in 3.2 above, it will be granted permission by the Procuring Authority to have access to and enter on its Sites and premises for a pre-arranged visit, provided that the Prequalified Bidder, its personnel, and agents each agree and undertake to release and indemnify the Procuring Authority and its personnel and agents from and against all liability in respect of such visit, and to be responsible for death or personal injury, loss of, or damage to, all property, and any other loss, damage, costs, and expenses incurred by the Procuring Authority as a result of such visit.]
   4. The Procuring Authority may organise a formal visit to the Sites (and other relevant locations) in accordance with the timetable set out in Part 1 of Appendix 1 (potentially at or around the date of the pre-bid conference). If so, the Authority will provide further details to all Prequalified Bidders in due course. [Add details on how/when sites will be selected for site visits. The organisation of visits should be tailored according to the specifics of the Project:
      * 1. For a Project with many small sites, visits may be organised for a sample of sites.
        2. Visits should be coordinated if there are many Prequalified Bidders.]
6. Proposal
   1. Introduction
      1. Each Proposal and all correspondence and documents related thereto shall be submitted in the language specified in Part 1 of Appendix 1. Any material not submitted in such language shall be disregarded for all purposes.
      2. Each Proposal shall comprise the following documents:
         1. Part I – the relevant Prequalified Bidder’s technical proposal (see Section 4.2);
         2. Part II – the relevant Prequalified Bidder’s commercial proposal (see Section 4.3); and
         3. Part III – the relevant Prequalified Bidder’s financial proposal (see Section 4.4).
      3. No Proposal shall contain any documentation or information not specifically required under this RFP. Any such additional documentation or information shall be disregarded.
      4. [If the Prequalified Bidder bids for more than one Project, the Prequalified Bidder shall submit one Technical Proposal, one Commercial Proposal, and one Financial Proposal per Project and identify the Project number, if any, in the name of the files.][[12]](#footnote-13)
      5. The Procuring Authority reserves the right to disqualify a Prospective Bidder if any form received is in a different format than the one provided in the relevant Annexes.
   2. Continued Prequalification
      1. The Prequalified Bidder shall continue to meet the criteria used at the time of Prequalification. Any update in information shall be submitted using forms in Section A.1 – Proposal Forms. The Prequalified Bidder shall provide updated information on any assessed aspect that changed from that time.
      2. Any change in the structure or formation of a Prequalified Bidder after being qualified and invited to submit Proposals (including, in the case of a Consortium, any change in the structure or formation of any member and also including any change in any Subcontractor) shall be subject to the written approval of the Procuring Authority prior to the deadline for submission of Proposals. Such approval shall be denied if:
         1. as a consequence of the change, the Prequalified Bidder no longer substantially meets the Prequalification criteria set forth in the RFQ; or
         2. in the opinion of the Procuring Authority, the change may result in a substantial reduction in competition.

Any such change should be submitted to the Procuring Authority no later than [fourteen (14)] business days after the Notice of Request for Proposals.

* 1. Part I – Technical Proposal
     1. Part I shall comprise the technical aspects of the relevant Prequalified Bidder’s Proposal [for each Project][[13]](#footnote-14) (**Technical Proposal**).
     2. Each Prequalified Bidder shall ensure that its Technical Proposal: (a) complies in all material respects with the requirements of Appendix 2; and (b) does not disclose any information on the amount of subsidy requested under the Financial Proposal.
     3. The Prequalified Bidder will be required to submit a Technical Proposal [for each Project][[14]](#footnote-15) in two steps: (a) first at the level of each Mini-Grid (Mini-Grid Specific Technical Proposal); and (b) at the level of the Project (Portfolio-Wide Technical Proposal). The procedures to prepare the Technical Proposal on the [Procuring Country] Odyssey Platform are as follows:
        1. The Prequalified Bidder shall complete its Mini-Grid-Specific Technical Proposal for each mini-grid site of a Project under the “Projects” tabs of the [Procuring Country] Odyssey Platform. The Prequalified Bidder shall upload all the required Mini-Grid-Specific forms and documentation in the Project Files section of the “Site” tab under the “Projects” section. The list of documents to upload for the Mini-Grid-Specific Technical Proposal will be indicated in an online Odyssey guide.
        2. [The Prequalified Bidder will then bundle together the mini-grid sites to complete its Portfolio-Wide Technical Proposal under the “Portfolio” section of the [Procuring Country] Odyssey Platform][[15]](#footnote-16). The Prequalified Bidder shall upload all the required form documentation at the level of the Project under the Portfolio Virtual Data Room. A Document Checklist will indicate the documents to upload for the Portfolio-Wide Technical Proposal on the [Procuring Country] Odyssey Platform.

Full instructions on how to prepare the Proposal on the [Procuring Country] Odyssey Platform are available on the online Odyssey guide, on the “Home” page of the [Procuring Country] SMG Odyssey portal as defined in Appendix 2.]

* + 1. The Technical Proposal shall comprise the following documentary evidence [for each Project][[16]](#footnote-17):
       1. Forms in Appendix 2
       2. Following tabs of the [Procuring Country] Odyssey Platform completed for each Mini-Grid:
          1. Information;
          2. Load;
          3. Generation design; and
          4. Distribution design.
       3. The Prequalified Bidder may either:
          1. Use the [Procuring Country] Odyssey Platform to conduct its own analysis; or
          2. Use its own tools and upload the data on the [Procuring Country] Odyssey Platform.
    2. The Technical Proposal [for each Project][[17]](#footnote-18) shall meet the following **pass/fail** requirements:
       1. The proposed average tariff for each Mini-Grid shall be no more than [TARIFF] [CURRENCY]/kWh, where the average tariff is defined as the total annual revenue from sales from electricity services divided by the total annual energy sold, in the baseline year.
       2. The Technical Proposal shall comply with all requirements defined in the Concession Agreement.
    3. The Procuring Authority may, at its discretion, include any parts of the Technical Proposal in the Concession Agreement, except the Marketing Plan and Social Plans.
    4. The Proposal validity period shall be [365] days after the deadline date for Proposal submission prescribed by the Procuring Authority.
  1. Part II – Commercial Proposal
     1. Part II shall comprise the commercial aspects of the relevant Prequalified Bidder’s Proposal [for each Project][[18]](#footnote-19) (**Commercial Proposal**).
     2. The Commercial Proposal [for each Project][[19]](#footnote-20) shall contain the following:
        1. an offer letter substantially in the form attached as Appendix 3 Part I (**Offer Letter**);
        2. a fully completed schedule of information pertaining to the Concessionaire (or, in circumstances where the Concessionaire will not have been incorporated on the date that Proposals are submitted, the Lead Sponsor) in the form attached as Appendix 4 (**Concessionaire Information Schedule**) for insertion (adapted as required) into the Project Agreements as appropriate;
        3. indication on how the Prequalified Bidder intends to finance [the/each][[20]](#footnote-21) Project (mix of grants, equity, and debt to be provided in the Offer Letter) as well as evidence of their ability to finance [the/each][[21]](#footnote-22) Project on such basis. The required evidence shall comprise:
           1. for any Prequalified Bidder intending to enter into Financing Agreements in respect of [the/any][[22]](#footnote-23) Project, either:

(1) if the Prequalified Bidder intends (as confirmed in the Offer Letter) to obtain financing from [IFC Investment][[23]](#footnote-24), a letter from the Prequalified Bidder’s (or, for a Consortium, the Lead Sponsor’s) Chief Financial Officer or equivalent confirming that the Prequalified Bidder:

(A) intends to finance [the/each relevant][[24]](#footnote-25) Project on the basis of the [term sheets/letters of interest] referred to in Section 7.3 and attached as Part III of Appendix 3;

(B) [has accordingly engaged with IFC Investment; and][[25]](#footnote-26)

(C) has received no indication that such financing (and, if applicable, [credit enhancement, guarantees]) will not be available to such Prequalified Bidder; or

(2) if the Prequalified Bidder intends (as confirmed in the Offer Letter) to obtain financing from financiers other than [IFC Investment] in respect of [the/a] Project[[26]](#footnote-27):

1. confirmation in the Offer Letter of the names of all financiers or, in the case of syndicated lending, the name of the arranger(s) in respect of 100% of the debt, and the amount of debt being arranged or offered respectively; provided that in case of a “club” lending transaction, the amount of debt offered by the Lenders (as defined in the Concession Agreement) may not exceed the total required debt amount by more than 25% (for example, if the required subscription amount was USD100 million, the total debt offered by the club of Lenders should not exceed USD125 million);
2. a letter or letters from the arranger(s) of 100% of the debt (for a syndicated transaction) and/or each one of the Lenders for 100% of the required debt (for a bilateral or “club” lending transaction), such letter(s) to be in the form attached as Part II of Appendix 3; provided that in case of a “club” lending transaction the amount of debt offered by the Lenders may not exceed the required debt by more than 25%; and
3. a letter of interest at a minimum, and if available letter of commitment or detailed project financing term sheet, signed by the arranger(s) and/or Lenders, as applicable; and
   * + - 1. in either case, a copy of a board approval of the Prequalified Bidder (or, for a Consortium, board approvals of sufficient Consortium Members to satisfy the requirements of this Section 4.3.2(c)(i)) authorising it to contribute (or, for a Consortium, authorising such Consortium Members to contribute their share of) the Relevant Proportion of the equity requirement for [the/each relevant][[27]](#footnote-28) Project, together with either: (A) evidence of sufficient free cash on the Prequalified Bidder’s balance sheet; or (B) evidence of a sufficient credit line available to the Prequalified Bidder to finance its contributions of equity and, in either case, a confirmation letter from the Prequalified Bidder’s (or Consortium Member’s) Chief Financial Officer or equivalent, endorsed by the Prequalified Bidder’s (or Consortium Member’s) auditors, as to the availability of funds, where Relevant Proportion means 100% of the amount of equity capital required for the Project; and/or
         2. for any Prequalified Bidder requiring any guarantee, insurance and/or other credit enhancement (whether in respect of their own equity interests or on behalf of their proposed Lenders), confirmation from one or more qualifying providers of each relevant guarantee, insurance and/or other credit enhancement: (1) that the relevant Prequalified Bidder has approached them; (2) that the relevant Prequalified Bidder has received no indication that such guarantee, insurance and/or other credit enhancement will not be available to such Prequalified Bidder; (3) that such provider(s) accept(s) each Project Agreement [in respect of the relevant Project][[28]](#footnote-29) on an “as is” basis; and (4) of the maximum term, if any, of such guarantee, insurance and/or other credit enhancement (which shall not be less than any minimum term for such guarantee, insurance and/or other credit enhancement stipulated in such Prequalified Bidder’s debt financing term sheet)[[29]](#footnote-30); and
       1. an irrevocable, unconditional, on-demand letter of credit in respect of [the/each][[30]](#footnote-31) Project (**Bid Bond**):
          1. substantially in, and without material commercial deviation from, the form attached as Appendix 6;
          2. issued in favour of the Procuring Authority jointly and capable of being called in full or in part by either one of them;
          3. by a bank or financial institution having ratings for its unsecured unsubordinated debt obligations from at least two of Standard & Poor’s Ratings Services, Fitch Ratings Limited and Moody’s Investors Service, such ratings being no less than “A-” (Standard & Poor’s Ratings Services or Fitch Ratings Limited) or “A3” (Moody’s Investors Service);
          4. in an amount set out in Part 1 of Appendix 1; and
          5. valid from a date no later than the deadline for submitting Proposals stipulated in Part 1 of Appendix 1 until [twenty-eight (28)] days beyond the original validity period of the Proposal.
     1. Each Prequalified Bidder shall ensure that its Commercial Proposal [for each Project]:[[31]](#footnote-32) (a) complies in all material respects with the requirements of this RFP; and (b) does not disclose any information on the amount of subsidy requested under the Prequalified Bidder’s Financial Proposal [for each Project][[32]](#footnote-33) (save as specifically required under Section 4.4.2(b) and as set out in the Concessionaire Information Schedule).
   1. Part III – Financial Proposal
      1. Part III shall comprise the financial aspects of the relevant Prequalified Bidder’s Proposal for [the/each][[33]](#footnote-34) Project (**Financial Proposal**).
      2. Prequalified Bidders shall quote the amount of subsidy required to carry out [, for each Project,][[34]](#footnote-35) the entire Services mentioned in, or to be reasonably inferred from, the RFP Documents and as set out in the Concession Agreement and according to disbursement rules as defined in the Grant Agreement.
      3. [The Prequalified Bidder is allowed to include the bid costs as part of the amount of subsidy requested in the Financial Proposal.]/[The developer shall recover a maximum amount of [USDX] of bid costs in the form of a grant, which will be added to the amount of subsidy requested in the Financial Proposal.][[35]](#footnote-36)
      4. The subsidy amount shall be fixed throughout the Prequalified Bidder’s performance of the Concession Agreement and not subject to variation on any account. A Proposal submitted with an adjustable subsidy amount quotation will be treated as non-responsive and rejected.
      5. [Proposals are being invited for individual Projects or for any combination of Projects. Prequalified Bidders are allowed to offer any subsidy amount reduction (discount) for multiple Projects.][[36]](#footnote-37)
4. Process
   1. Clarifications
      1. Any Prequalified Bidder requiring any clarification of any part of this RFP or of any of the requirements set out herein may notify the Procuring Authority in writing at the email address indicated in Part 1 of Appendix 1, with a copy to the [Transaction Advisor] Project Team Leader stipulated in such Appendix, at any time prior to the deadline for such requests specified in the Estimated Timetable (as defined below). To the extent that the Procuring Authority responds to any or all such requests (and it shall not be obliged to do so), it shall send such response(s) on its website indicated in Appendix 1 to all Prequalified Bidders in one or more batches and without identifying the source of the original request(s). All Prospective Prequalified Bidders that have registered on the [Procuring Country] Odyssey Platform will receive an email notifying them that the Procuring Authority has uploaded its response.
   2. Amendment of the RFP Documents
      1. At any time prior to the deadline for submission of Proposals, the Procuring Authority may amend the RFP Document by issuing an Addendum in response to a clarification question or for any other reason. Any addendum issued shall be published on the [Procuring Country] Odyssey platform.
      2. Any addendum issued shall be part of the RFP Documents and shall be communicated in writing to all who have obtained the RFP Documents from the Procuring Authority. The Procuring Authority shall promptly publish the Addendum on the [Procuring Country] Odyssey platform.
      3. The Procuring Authority may, at its discretion, extend the deadline for the submission of Proposals pursuant to Section 6.2.1.
   3. Estimated Timetable

The estimated timetable for the remainder of the Process is set out in Part 1 of Appendix 1 (the **Estimated Timetable**). The Estimated Timetable is presented for indicative purposes only and the Procuring Authority shall not incur any liability whatsoever in respect thereof. The Procuring Authority may amend the Estimated Timetable (and any other information in Part 1 of Appendix 1) at any time at its sole discretion, provided that in no circumstance shall any such amendment result in an acceleration of the Proposal submission deadline. The Procuring Authority shall give notice to Prequalified Bidders as soon as reasonably practicable after making any such changes (whereupon all references to time and deadlines in this RFP shall be deemed amended accordingly).

* 1. Format, Signing and Submission of Proposals
     1. [Each Prequalified Bidder shall prepare and submit:
        1. one original of its Technical Proposal [for each Project][[37]](#footnote-38);
        2. one original of its Commercial Proposal f[or each Project][[38]](#footnote-39); and
        3. one original of its Financial Proposal [for each Project].][[39]](#footnote-40)
     2. The person(s) duly authorised by the power(s) of attorney provided as part of the relevant Prequalified Bidder’s Prequalification Application shall sign the original Technical Proposal, and Commercial Proposal [for each Project][[40]](#footnote-41), and initial each page of each such original, on behalf of the Prequalified Bidder.
     3. The Proposal shall be typed and shall contain no alterations, omissions or additions. Any manuscript text, other than the signature and initials referred to in Section 6.4.2, shall be ignored.
     4. The Prequalified Bidder shall submit the Technical Proposal, the Commercial Proposal, and the Financial Proposal [in respect of each Project][[41]](#footnote-42) separately and electronically via the [Procuring Country] Odyssey Platform. The electronic Proposal submission procedures shall be as follows:
        1. The platform will not allow the Prequalified Bidder to submit its Technical Proposal until the required forms are completed, and the Prequalified Bidder has checked all the boxes of the Document Checklist.
        2. [The Prequalified Bidder shall indicate the number and name of the Project in the name of the relevant Proposal file for that Project.][[42]](#footnote-43)
        3. The Prequalified Bidder is responsible for uploading a password-protected Financial Proposal (Letter of Proposal – Financial Part) [for each Project][[43]](#footnote-44) in the Portfolio Virtual Data Room. The Procuring Authority will request the password only if the Prequalified Bidder’s Technical Proposal [for that Project][[44]](#footnote-45) passes the Technical Evaluation as indicated in 6.7.
        4. Once the Prequalified Bidder is ready to submit its Proposal [for a Project][[45]](#footnote-46), it will click the Submit button in the Submit Portfolio section of the [Procuring Country] Odyssey Platform.
     5. Proposals must be received by the Procuring Authority at the Proposal submission address no later than the Proposal submission deadline, in each case as specified in Part 1 of Appendix 1.
     6. The [Procuring Country] Odyssey Platform blocks the submission of Proposals after the deadline for submission of Proposals. The Procuring Authority will therefore not receive any late Proposal.
     7. A Prequalified Bidder may withdraw or modify and resubmit its Proposal on the [Procuring Country] Odyssey Platform after it has been submitted and before the deadline for submission of Proposals.
  2. Acceptance of Project Agreements

Any attempt or proposal by any Prequalified Bidder at any stage in the Process to amend any Project Agreement or make such Prequalified Bidder’s Proposal [in respect of a Project][[46]](#footnote-47) conditional on such an amendment (other than as set out in a clarification issued pursuant to Section 6.16) may result in such Prequalified Bidder being disqualified from the Process.

* 1. Opening of Technical Proposals
     1. Prequalified Bidders shall be entitled to attend the opening of the Technical Proposal and the Commercial Proposal for [the/each][[47]](#footnote-48) Project at the time and place stipulated in Part 1 of Appendix 1, subject to a maximum of two representatives per Proposal.
     2. The Procuring Authority shall neither discuss the merits of any Proposal nor reject any Proposal.
     3. On opening all the Technical Proposals [for a Project][[48]](#footnote-49), the Procuring Authority shall read out: the name of the Prequalified Bidder, and, in the case of a Consortium, all Members; [and the Projects for which they have submitted a Proposal.] [[49]](#footnote-50)
     4. The Procuring Authority shall prepare Minutes of the opening that shall include, at a minimum: the name of the Prequalified Bidder, the Project[s][[50]](#footnote-51) for which they have submitted a Proposal, the submission date; the presence or absence of a Bid Bond. The Prequalified Bidders’ representatives who are present shall be requested to sign the record. The omission of a Prequalified Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the Minutes shall be made available to all Prequalified Bidders who submitted Proposals in time on the e-procurement Virtual Data Room.
  2. Evaluation of Technical Proposals and Commercial Proposals
     1. The Procuring Authority shall open the Technical Proposal and the Commercial Proposal for [the/each][[51]](#footnote-52) Project to determine whether they are complete in form and substance. In no circumstances shall the Procuring Authority open any Financial Proposal at this stage.
     2. In the event of any inconsistency between the original and any of the copies of the Technical Proposal or the Commercial Proposal [for a Project][[52]](#footnote-53), the relevant original shall prevail.
     3. Where the Procuring Authority deems it convenient or necessary for clarification purposes, it may – but shall not be so obliged – request supplementary information or documentation from a Prequalified Bidder (whether relating to such Prequalified Bidder, any Consortium Member, the proposed Concessionaire, the relevant Technical Proposal or Commercial Proposal or any document submitted as part thereof or otherwise in connection therewith) for determining its compliance in all material respects with the requirements of Appendix 2 pursuant to Section 4.3.2. Whenever such request is made, the Prequalified Bidder shall provide the required information or documentation to the Procuring Authority within [seven (7)] business days (or such longer period as is specified in the request from the Procuring Authority).
     4. The Procuring Authority shall be entitled (but shall not be so obliged) to draw the attention of a Prequalified Bidder to any area in respect of which such Prequalified Bidder’s Technical Proposal or Commercial Proposal [for a Project][[53]](#footnote-54)is not compliant with the requirements of Appendix 2 and to invite such Prequalified Bidder to correct such inconsistency. The Prequalified Bidder shall be entitled (but shall not be so obliged) to respond within [five (5)] business days (or such longer period as is specified in the communication from the Procuring Authority), confirming either:
        1. that it accepts the Procuring Authority’s assessment and wishes to amend its Technical Proposal or Commercial Proposal (as applicable) [for a Project][[54]](#footnote-55), stating clearly how it proposes to do so; or
        2. that it does not accept the Procuring Authority’s assessment (giving such explanation as it considers necessary) and wishes its Technical Proposal or Commercial Proposal (as applicable) [for a Project][[55]](#footnote-56) to be formally evaluated as submitted (and any Prequalified Bidder who does not respond as provided above shall be deemed to have so responded),

provided that in neither case shall any Prequalified Bidder be entitled to amend or withdraw its (still unopened) Financial Proposal [for that Project][[56]](#footnote-57).

* + 1. The Procuring Authority will first assess whether the Prequalified Bidder still meets the criteria used at the time of Prequalification.
    2. Once the Procuring Authority has concluded the clarification and amendment process contemplated under Section 6.7.3 and/or Section 6.7.4 (if any), it shall proceed to formal evaluation of the Technical Proposals and Commercial Proposals. Such evaluation shall be on a simple “pass/fail” basis as follows:
       1. Any Prequalified Bidder whose Technical Proposal and/or Commercial Proposal [for a Project][[57]](#footnote-58) fails to demonstrate compliance with the requirements of this RFP shall be designated as having failed the evaluation of Technical Proposals and Commercial Proposals [for that Project][[58]](#footnote-59). The Authority shall notify all such Prequalified Bidders and exclude them from the remainder of the Process [for that Project][[59]](#footnote-60).
       2. Any Prequalified Bidder whose Technical Proposal and Commercial Proposal [for a Project] demonstrate compliance with the requirements of this RFP (each a **Compliant Bidder**) shall be designated as having passed the evaluation of Technical Proposals and Commercial Proposals [for that Project][[60]](#footnote-61). The Procuring Authority shall notify all Compliant Bidders and invite them to attend the opening and evaluation of Financial Proposals [for that Project][[61]](#footnote-62) pursuant to Section 7.
    3. The Procuring Authority may, at its discretion, ask any Prequalified Bidder for a revision of its Technical Proposal [for a Project][[62]](#footnote-63).
    4. After completion of the technical and commercial proposal evaluation [for a Project][[63]](#footnote-64), the Procuring Authority may invite Compliant Bidders to submit their Best and Final Offers (BAFOs) [for a Project][[64]](#footnote-65). BAFO is a final opportunity for Compliant Bidders to improve their Proposals [for a Project][[65]](#footnote-66) without changing the specified business function and performance requirements. Compliant Bidders are not obliged to submit a BAFO.

1. Opening and Evaluation of Financial Proposals
   1. Prior to the opening of the Financial Proposals [for a Project][[66]](#footnote-67), the Procuring Authority will request the Financial Proposal password [for that Project][[67]](#footnote-68) from Prequalified Bidders whose Technical Proposals [for that Project][[68]](#footnote-69) passed the Technical Evaluation.
   2. Compliant Bidders shall be entitled to attend the opening and evaluation of Financial Proposals [for a Project][[69]](#footnote-70) at the time and place stipulated in the Authority’s invitation, subject to a maximum of two representatives per Proposal.
   3. The Procuring Authority will first open and examine the Financial Proposal of each Compliant Bidder to determine whether it is complete in form and substance in accordance with the requirements of Section 4.3.
   4. [The Financial Proposals will not be opened in public, but in the presence of a Probity Assurance Provider appointed by the Procuring Authority][[70]](#footnote-71)
   5. On opening the Financial Proposals [for a Project][[71]](#footnote-72), the Procuring Authority shall prepare a record of the opening of the Financial Proposal that shall include, at a minimum:
      * 1. the name of the Prequalified Bidders whose Financial Proposal was opened [and the Projects bid for][[72]](#footnote-73);
        2. Proposal subsidy amounts; and
        3. [the Probity Assurance Provider’s report of the opening of the Financial Proposal.
   6. The Probity Assurance Provider shall sign the record. The record of the opening shall be kept in safe custody by the Procuring Authority and not disclosed to anyone until the time of the transmission of the Notice of Intention to Award the contract.][[73]](#footnote-74)
   7. Where the Procuring Authority determines that a Financial Proposal is not complete in form and substance in accordance with the requirements of Section 4.3, it shall reject the relevant Proposal.
   8. The Procuring Authority shall then rank all remaining Financial Proposals (which the Authority determines to be complete in form and substance in accordance with the requirements of section 4.4) according to the financial score, calculated using the following methodology:
      * 1. The Financial Proposal with the lowest subsidy amount (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

Where:

*Sf* = is the financial score

*Fm* = is the lowest subsidy amount, and

*F* = the subsidy amount of the proposal under consideration.

* 1. The Most Advantageous Proposal is the Proposal of the Compliant Bidder whose Proposal has been determined to be the best evaluated Proposal i.e., the Proposal with the highest Financial Score.
  2. [This RFP allows Prequalified Bidders to quote separate subsidy amounts for different Projects, so each Project will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified in Section 7.8.][[74]](#footnote-75)
  3. [Prequalified Bidders may submit a Proposal for up to a maximum of [insert number] Projects. However, a Prequalified Bidder may not be awarded more than [Number] Projects**.** The Procuring Authority shall use the following methodology to allocate Projects to Winning Bidders:
     + 1. Projects will be allocated to the Compliant Bidders with the Most Advantageous Proposals for each Project if this does not result in one Compliant Bidder being awarded more than the maximum number of Projects per Compliant Bidder.
       2. If not, the Procuring Authority will:
          1. calculate the Total Score by summing up the Evaluated Financial Scores (Sf) for the [Number] Projects for all the combinations of Compliant Bidders among the [Number] Projects; and
          2. choose the combination of Compliant Bidders that yields the highest Total Score.

Below is an example of how the allocation methodology works:

* There are three (3) Prequalified Bidders (A, B, and C)
* A Prequalified Bidder can submit a Proposal for up to three (3) Projects
* A Prequalified Bidder can be awarded up to two (2) Projects.

The table below shows the score of each bidder for each Project:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Score of bidder A** | **Score of bidder B** | **Score bidder of C** |
| **Project 1** | 90 | 70 | 50 |
| **Project 2** | 90 | 50 | 80 |
| **Project 3** | 90 | 60 | 30 |

The table below shows the total scores calculated for all three Projects, with the three possible combinations in which one bidder has been awarded two (2) Projects:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Project 1** | **Project 2** | **Project 3** | **Total score** |
| **Combination 1** | A | A | B | 240 |
| **Combination 2** | A | C | A | 260 |
| **Combination 3** | B | A | A | 250 |

The most advantageous combination is where Project 1 and Project 3 are awarded to bidder A, and Project 2 is awarded to bidder C.][[75]](#footnote-76)

* 1. The Procuring Authority will set an undisclosed reserve subsidy amount. Any Proposal with a Proposal subsidy amount above the reserve subsidy amount may be rejected.
  2. An **Abnormally Low Proposal** is one where the Proposal subsidy amount, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Compliant Bidder to perform the Services for the offered Proposal subsidy amount. In the event of identification of a potentially Abnormally Low Proposal, the Procuring Authority shall seek written clarifications from the Prequalified Bidder, including detailed analyses of its Proposal subsidy amount in relation to the Services, Contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP.
  3. After evaluation of the analyses, in the event that the Procuring Authority determines that the Compliant Bidder has failed to demonstrate its capability to perform the Services for the offered Proposal subsidy amount, the Procuring Authority may reject the Proposal.
  4. Subject to clauses 6.11 and 6.12, the Compliant Bidder who has the Most Advantageous Proposal shall be provisionally declared as the winner of the Project (**Winning Bidder**).

1. Award of Contract
   1. The Procuring Authority reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Prequalified Bidders. In case of annulment, all Proposals submitted and, specifically, Bid Bonds shall be promptly returned to the Prequalified Bidders.
   2. The Procuring Authority shall send to each Compliant Bidder [for a Project][[76]](#footnote-77) (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Concession Agreement to the Winning Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
      * 1. The name and address of the Prequalified Bidder submitting the successful Proposal;
        2. The subsidy amount of the successful Proposal;
        3. The names of all Prequalified Bidders who submitted Proposals, and their Proposal subsidy amounts;
        4. A statement of the reason(s) the Proposal (of the unsuccessful Prequalified Bidder to whom the notification is addressed) was unsuccessful;
        5. The expiry date of the Standstill Period (as defined in clause 8.7); and
        6. Instructions on how to request a debriefing or submit a complaint during the Standstill Period.
   3. The Concession Agreement [for a Project][[77]](#footnote-78) shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be [ten (10)] days unless extended as specified in Section 8.11. The Standstill Period commences the day after the date the Procuring Authority has transmitted to each Prequalified Bidder the Notification of Intention to Award the Concession Agreement. Where only one Proposal is submitted, or if [the/a][[78]](#footnote-79) Project is in response to an emergency situation recognised by the Grantor, the Standstill Period shall not apply.
   4. Prior to the expiration of the Proposal Validity Period and on expiry of the Standstill Period, specified in Section 8.7, or any extension thereof, and, on satisfactorily addressing any complaint that has been filed within the Standstill Period, the Procuring Authority shall notify the Winning Bidder, in writing, that its Proposal has been accepted. The notification letter (hereinafter called the **Letter of Acceptance**) shall specify the sum that the [Procuring Authority][Grantor] will pay the Concessionaire in consideration of the execution of the Concession Agreement, under the Grant Agreement (hereinafter called the **Subsidy Amount**).
   5. The Procuring Authority shall publish, within [ten (10)] business days after the date of transmission of the Letter of Acceptance [for a Project][[79]](#footnote-80), the Concession Agreement Award Notice, which shall contain, at a minimum, the following information:
      * 1. Name and address of the Procuring Authority;
        2. Name and reference number of the Project being awarded, and the selection method used;
        3. Names of all Prequalified Bidders that submitted Proposals, and their Proposal subsidy amount as read out at Proposal opening, and as evaluated;
        4. Name of Prequalified Bidders whose Proposals were rejected and the reasons for their rejection;
        5. The name of the Winning Bidder, the final total Subsidy Amount, the Concession Agreement, and a summary of its scope;
        6. The Concession Agreement Award Notice shall be published on the Procuring Authority’s website with free access if available, or in at least one newspaper of national circulation in the Procuring Authority’s Country or in the official gazette. The Procuring Authority shall also publish the Concession Agreement Award Notice in United Nations Development Business online.
        7. Until a formal Concession Agreement is prepared and executed, the Letter of Acceptance shall constitute a binding contract.
   6. On receipt of the Procuring Authority’s Notification of Intention to Award, an unsuccessful Prequalified Bidder has [three (3)] business days to make a written request to the Procuring Authority for a debriefing. The Procuring Authority shall provide a debriefing to all unsuccessful Prequalified Bidders whose request is received within this deadline.
   7. Where a request for debriefing is received within the deadline, the Procuring Authority shall provide a debriefing within the [five (5)] business days, unless the Procuring Authority decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until [five (5)] business days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than [five (5)] business days after the last debriefing takes place. The Procuring Authority shall promptly inform, by the quickest means available, all Prequalified Bidders of the extended standstill period.
   8. Where a request for debriefing is received by the Procuring Authority later than the deadline indicated in 8.10, the Procuring Authority should provide the debriefing as soon as practicable, and normally no later than [five (5)] business days after such request. Requests for debriefing received outside the deadline shall not lead to extension of the standstill period.
   9. Debriefings of unsuccessful Prequalified Bidders may be done in writing or verbally. The Prequalified Bidder shall bear their own costs of attending such a debriefing meeting.
   10. The Procuring Authority shall stipulate a date (to be no earlier than [ten (10)] days after the date of the evaluation meeting) and a venue for signing the Project Agreements in accordance with Section 8, whereupon the evaluation meeting shall be deemed closed.
2. Signature of Project Agreements
   1. [Following the process set out in Section 8 in respect of an awarded Project,][[80]](#footnote-81) [the] Procuring Authority and the Winning Bidder shall convene on the date and at the venue stipulated by the Procuring Authority pursuant to Section 7.14 in order to sign the Project Agreements (which term shall, for the purposes of the remainder of this RFP, be construed as including only such of the Project Agreements as are capable of being finalised by and signed on such date).
   2. The Procuring Authority shall ensure the attendance at the meeting of representatives of the government of [Country], duly authorised to sign the Project Agreements to which they are party.[[81]](#footnote-82)
   3. The Winning Bidder shall ensure the attendance at the meeting of one or more representatives of either the Concessionaire (if incorporated and capable of executing contracts by the date of the meeting) or (otherwise) the Lead Sponsor, duly authorised to sign the relevant Project Agreements on behalf of the Concessionaire or Lead Sponsor (as the case may be).
   4. If (a) the Winning Bidder fails to ensure the attendance of the representative(s) referred to in Section 9.3 pursuant to such section or (b) such representative(s) fail(s) to sign the Project Agreements in the form accompanying this RFP (with the inclusion of the relevant Concessionaire Information Schedule and the Letter of Financial Proposal), the Procuring Authority shall be entitled at any time after the close of business on the date of the proposed meeting to draw on the Winning Bidder’s Bid Bond in full and select a new Winning Bidder pursuant to Section 9.7.
   5. If the Concessionaire has been incorporated and will sign the Project Agreements, it shall provide a Confirmation Letter in the form attached as Appendix 3 of the RFQ, together with all enclosures anticipated therein and duly signed by an authorised signatory.[[82]](#footnote-83)
   6. In circumstances where the Lead Sponsor signs the Project Agreements pursuant to this Section 9, the Lead Sponsor shall ensure that the Concessionaire is incorporated and the Project Agreements novated to the Concessionaire within [thirty (30)][[83]](#footnote-84) days of such signature, using the form of Transfer Certificate contained in the Virtual Data Room (**Transfer Certificate**). Other than the substitution of the Concessionaire for the Lead Sponsor as a party to each Project Agreement, the Transfer Certificate(s) shall not (and shall not purport to) amend any Project Agreement in any respect whatsoever. The Procuring Authority shall take all reasonable steps to facilitate such novation process (including by helping the Lead Sponsor secure all necessary signatures to the Transfer Certificate(s)). Subject to the foregoing, if the Lead Sponsor fails to incorporate the Concessionaire and novate the Project Agreements to the Concessionaire within the [thirty (30)]-day period referred to above, the Procuring Authority shall be entitled to draw on the Bid Bond in full and select a new Winning Bidder pursuant to Section 9.7.
   7. In circumstances where the Procuring Authority needs to select a new Winning Bidder pursuant to Section 9.4 or Section 9.6, the Compliant Bidder with the next Most Advantageous Proposal shall become the Winning Bidder in place of the previous Winning Bidder, and the provisions of this Section 9 shall apply as if such next-ranked Compliant Bidder had always been the Winning Bidder.
   8. The Process shall be deemed concluded when the Concessionaire has signed all Project Agreements (or become a party to them by way of novation), whereupon the Procuring Authority shall return to each Compliant Bidder (other than the Winning Bidder) such Compliant Bidder’s Bid Bond.
3. Development Bond

Within [twenty-eight (28)] business days of the receipt of the Letter of Acceptance from the Procuring Authority, the Winning Bidder shall furnish the Development Bond and, in accordance with the conditions of the Concession Agreement, using for that purpose the Development Bond template in the Concession Agreement, or another form acceptable to the Procuring Authority. Failure of the Winning Bidder to submit the above-mentioned Development Bond shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Bond. In that event, the Procuring Authority may select a new Winning Bidder pursuant to Section 9.7.

1. Financing and Credit Enhancement Offers
   1. Appendix 3 contains cover letters from [IFC Investment, the World Bank, and MIGA][[84]](#footnote-85), attaching [term sheets or letters of interest] for [debt financing from IFC Investment, partial risk guarantees from the World Bank, and political risk insurance from MIGA][[85]](#footnote-86). Any Prequalified Bidder (or Lender, as defined in the Concession Agreement) potentially interested in discussing any term sheet should contact the relevant term sheet provider directly, to enable such discussions and the process of securing final eligibility decisions and other internal approvals to commence as early as possible.
   2. Prequalified Bidders are reminded of the basis on which [IFC Investment, MIGA and the World Bank][[86]](#footnote-87) may make term sheets or letters of interest available, including as regards: (a) to actual, potential or perceived conflicts of interest (Role of the World Bank Group – Part III Section 2 of the RFQ); and (b)] the absence of any commitment to invest (No Commitment to Invest – Part III Section 3 of the RFQ).
   3. Prequalified Bidders should note that: (a) unless expressly stated otherwise in a particular term sheet, a letter of interest, or a letter of commitment, all term sheets, letters of interest and letters of commitment have been issued on the basis of the version of this RFP and of the form of Project Agreements that will be included in the Virtual Data Room; and (b) any subsequent changes to such documents may result in amendment or withdrawal of such term sheets, letters if interest or letters of commitment.
   4. Finally, Prequalified Bidders should note that any fees or costs payable to [any of IFC Investment, MIGA and/or the World Bank][[87]](#footnote-88) as contemplated in their respective term sheets or letters of interest will be for the account of the Concessionaire or other beneficiary (as applicable).
2. Conflict of Interest
   1. 11.1 If due to IFC, [IDA,] [IBRD] or MIGA individually or collectively having any or multiple past, current or prospective roles in connection with (i) the development, implementation, or financing of the Project (such as Transaction Advisor, investor, guarantee provider), or (ii) any financial or advisory relationships with a Prequalified Bidder (or its affiliate), the Procuring Authority, [or] the government of the relevant country [or the Grantor[[88]](#footnote-89)],) an actual or perceived conflict of interest arises, each World Bank Group institutions will address any such conflicts of interest pursuant to their respective policies and procedures regarding the management of operational conflicts of interest, which may include, among other things, disclosures, obtaining consents, implementation of separation of teams and control of information flows as appropriate.[[89]](#footnote-90)
3. Procurement Related Complaint
   1. The procedures for making a Procurement-related Complaint are detailed in the [“Procurement Regulations for IPF Borrowers (Annex III).”] If a Prequalified Bidder wishes to make a Procurement-related Complaint, the Prequalified Bidder shall submit its complaint following these procedures, in Writing (by the quickest means available, such as by email or fax), to the address specified in Appendix 1, Part 1 – Project and Background Information.
   2. In summary, a Procurement-related Complaint may challenge any of the following:
      * 1. the terms of this RFP;
        2. the Procuring Authority’s decision to exclude a Prequalified Bidder from the procurement process prior to the award of the Project[s][[90]](#footnote-91); and
        3. the Procuring Authority’s decision to award the contract.
4. Revision of Technical Proposal

After the Concessionaire has conducted due diligence on the Mini-Grids [for a Project][[91]](#footnote-92), it may revise its Technical Proposal [for that Project][[92]](#footnote-93), and submit it to the Procuring Authority for approval. The Concessionaire will be bound to its revised Technical Proposal [for that Project][[93]](#footnote-94). This shall not result in changes to the Financial Proposal [for that Project][[94]](#footnote-95).

1. Sanctionable Practices[[95]](#footnote-96)
   1. No Prequalified Bidder or Consortium Member shall engage in (or authorise or permit any affiliate or any other person acting on its behalf to engage in) any Sanctionable Practices with respect to the Bidding Process or [the/any][[96]](#footnote-97) Project (including the entry into, or performance of the obligations under, [the/any][[97]](#footnote-98) Project Agreements and the implementation, operation, and administration of [the/any][[98]](#footnote-99) Project).
   2. For the purposes of this Section 13, the capitalised terms below shall have the following meanings:
      1. **Corrupt Practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another person;
      2. **Fraudulent Practice** means any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or other benefit or to avoid an obligation;
      3. **Coercive Practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;
      4. **Collusive Practice** means collusion between two or more persons for the purpose of rigging a tender process or arriving at any understanding or arrangement among participants in such process, or simulating competition, or restricting or manipulating full and fair competition, in each case in connection with a competitive tender process;
      5. **Sanctionable Practice** means any Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice with respect to the Process or [the/any][[99]](#footnote-100) Project (including the entry into, or performance of the obligations under, [the/any][[100]](#footnote-101) Project Agreements and the implementation, operation and administration of [the/any][[101]](#footnote-102) Project).
2. Governing Law

The Process shall be governed by the laws of [Procuring Country].

1. 1. – Project and Background Information

**Basic Information**

|  |  |
| --- | --- |
| Project Name | [Name] |
| Name of Procuring Authority | [Name] |
| Address of Procuring Authority | [Address] |
| Procuring Authority representative – name and email | [Name and Email] |
| [Transaction Advisor] Project Team Leader – name and email | [Name and Email] |
| e-procurement system: | [Procuring Country] Odyssey Platform: [Link] |
| Proposal language | [English] |
| Project Agreements | Concession Agreement (see Appendix 9)  Grant Agreement (see Appendix 10)  Land Lease Agreement (see Appendix 11)  Direct Agreement (see Appendix 12)[[102]](#footnote-103) |
| Bid Bond amount | USD[Number] |
| Development Bond amount | USD[Number] |
| Address for opening of Proposals | [Number] |
| Address for submitting Procurement-related Complaint | For the attention: [Name]  Title/position: [Title/Position]  Government Representative: [Government Representative]  Email address: [Email Address] |

**Scope of the Services and Information Submitted to Prequalified Bidders**

[This should be a description of the opportunity and the Procuring Authority’s requirements:

* Overview of Project[s][[103]](#footnote-104) to be tendered: location of Mini-Grids, expected number of Sites, and connections]

Table 1 provides an overview of the number of sites and target connections for [the/each][[104]](#footnote-105) Project.

Table 1: Overview of Project[s]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project number** | **State** | **Number of Sites** | **Target connections at Commissioning** | **Target connections at Completion** |
| [Fill in row for each Project] |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

* Baseline year: the baseline year is set at year X after project start year.
* Select content of the Concession Agreement: entry in the market, exclusivity, tariff setting and adjustment (on the principle of cost-recovery), service standards, etc. Add a paragraph to explain how it fits within the legal and regulatory framework, indicating (if applicable) that there is an Overview of legal and regulatory framework annexed.
* Minimum Subsidy Tender: bidders will be evaluated based on the minimum subsidy required in their Proposals to reach service requirements and target connections under a tariff cap.
* Subsidy mechanism: the Winning Bidder will receive a per-connection subsidy disbursed in three steps:
  + Milestone 1: disbursement of up to [30]% of the total subsidy amount on the technical commissioning of a Lot or, if the Project comprises only a small number of Sites, on technical commissioning of each Site
  + Milestone 2: disbursement of [10]% of the total subsidy amount on achieving [50]% of the Target Commissioning Connections (as defined in the Concession Agreement)
  + Milestone 3: disbursement of [10%] of the total subsidy amount on achieving [50]% of the Target Completion Connections (as defined in the Concession Agreement).
* Per-connection disbursement: from the Concession Commissioning Date (as defined in the Concession Agreement), per-connection subsidy claims may be made a maximum of once every *[NUMBER][[105]](#footnote-106))* months for a per connection amount[[106]](#footnote-107) for each new Connection made at a Site since the last per-connection subsidy claim.

**Environmental and Social (E&S) Approach**

Prequalified Bidders should make arrangements (e.g., enhanced due diligence of suppliers) to manage the risk of forced labour in the production of PV modules.

The Selected Bidder will be required to comply with the IFC Performance Standards, the World Bank Group Environmental, Health, and Safety Guidelines applicable to the construction and operation of the mini-grids and all local laws in respect of health, safety and the environment (the **Environmental and Social Requirements**).

The E&S approach that applies to sites depends on the type of sites:

* **Approach A** **–** **small sites**: the Selected Bidder will be required to develop Environmental and Social Management Plans for each Lot, to be developed and implemented by the Selected Bidder based on the recommendations set forth in the Environmental and Social Management Framework developed by [Procuring Authority]. The framework shall set out specific social, health and safety and environmental measures to be undertaken by the Selected Bidder to enable the mini-grids to be constructed, equipped and operated, and any additional services to be provided, in compliance with the Environmental and Social Requirements;
* **Approach B** **– large sites**: the Selected Bidder will be required to develop an E&S Impact Assessment **(ESIA**) for each Site and a Stakeholder Engagement Plan, based on the E&S scoping study developed by [Procuring Authority]. The ESIA will need to comply with the Environmental and Social Requirements.

The table below indicates which approach applies to each site.[[107]](#footnote-108)

|  |  |
| --- | --- |
| **Site** | **E&S Approach** |
| [Name of site] | [Approach A or Approach B] |
| [Add and fill in the rows as needed for each site] |  |

Data provided to Prequalified Bidders

The RFP provides data and documents to Prequalified Bidders in a Virtual Data Room in the [Procuring Country] Odyssey Platform. The Virtual Data Room includes the following information and contractual arrangements [with respect to each Project][[108]](#footnote-109):

* [List of mini-grid sites to be grouped into Lots with satellite imagery and GPS coordinates;][[109]](#footnote-110)
* E&S review of mini-grid sites[, and E&S Scoping study – for transaction with large sites, or E&S Management Framework – for transaction with multiple small sites];[[110]](#footnote-111)
* Raw data on demand and willingness-to-pay for mini-grid sites, and from other SMG projects, including:
  + Willingness to pay data;
  + Appliance survey data;
  + Geotagging survey data;
* Customer coordinates;
* Legal and regulatory framework memorandum;
* [IFC term sheet, letter of interest, or letter of commitment;]
* Minimum revenue guarantee term sheet;
* [MIGA guarantee term sheet;]
* [Template license/permit;]
* [Rights of way;]
* Project Agreements:
  + Concession Agreement (Appendix 9), which defines the rights and obligations of the Concessionaire for designing, developing, financing, building, operating, and maintaining the mini-grids; with technical specifications, tariff annex with opening tariff and adjustment mechanisms, options and formulas for when the main grid arrives, and termination regime;
  + Grant Agreement (Appendix 10), with disbursement milestones and consequences in case the grantee does not meet those milestones;
  + Lease Agreement; and
  + Direct Agreement.

Prequalified Bidders may conduct their own due diligence during the preparation of their Proposals, in addition to leveraging data provided in the Virtual Data Room.

**Estimated Timetable [for each Project][[111]](#footnote-112)**

| **Activity** | **Target Deadline** |
| --- | --- |
| RFP issued | [DATE] |
| Clarification request deadline | [Time] [Time zone] on [Number] days later[[112]](#footnote-113) |
| Proposal submission deadline | [Time] [Time zone] on [Number] days later |
| Opening and Evaluation of Technical Proposals | [Time] [Time zone] on [Number] days later |
| Announcement of Compliant Bidders | [Number] days later |
| Opening and Evaluation of Financial Proposals | [Number] days later |

* 1. – Virtual Data Room Undertaking

1. General
   1. This document (**Virtual Data Room Undertaking**) relates to the Request for Prequalification (**RFQ**) and Request for Proposals (**RFP**) issued by [Procuring Name] on [RFQ Issuance Date] and [RFP Issuance Date] respectively in connection with the selection of a Prequalified Bidder to develop the [Project Description] (**Project**). Capitalised terms defined in the RFQ or RFP and used but not otherwise defined in this Virtual Data Room Undertaking shall have the meaning given to them in the RFQ or RFP.
   2. This Virtual Data Room Undertaking sets out the undertakings, rules and procedures governing the use of a website-based virtual data room (**Virtual Data Room**) made available to the Prequalified Bidder and, where the Prequalified Bidder is a Consortium, to its Consortium Members, and to its and their respective directors, officers, employees, agents and financial and other professional advisers involved in considering the Project (each a **Permitted Person**).
   3. The signing of this Virtual Data Room Undertaking by the Representative (as defined below) shall be deemed to be on behalf of all parties comprising or representing the Prequalified Bidder who are subsequently given access to the Virtual Data Room. The Prequalified Bidder shall ensure that each Permitted Person complies with such obligation as if such Permitted Person were itself a party to this Virtual Data Room Undertaking, by way of entering into a separate confidentiality undertaking with the Prequalified Bidder, such undertaking from each Permitted Person to be in form and substance the same as this Virtual Data Room Undertaking. The Prequalified Bidder accepts liability for the non-performance by each Permitted Person of any obligation which is undertaken by the Pre-Qualified Bidder hereunder.
   4. The information contained in the Virtual Data Room, including: (a) information added before the closing of the Virtual Data Room; (b) information provided in response to questions; and (c) any other information or data disclosed to the Prequalified Bidder by, or on behalf of, the Procuring Authority in connection with [the/each][[113]](#footnote-114) Project (**Information**) is being made available by, or on behalf of, the Procuring Authority subject to, and on the terms of, this Virtual Data Room Undertaking.
2. Confidentiality
   1. Subject to Clause 2.2, the Prequalified Bidder shall treat the Information as strictly confidential and:
      1. shall use the Information solely for the purpose of considering, evaluating, advising on or furthering the Project; and
      2. shall not disclose the Information, other than to Permitted Persons, in each case in accordance with the terms of this Virtual Data Room Undertaking.
   2. The obligation under Clause 2.1 does not extend to Information that is publicly available at the time it was made available to the Prequalified Bidder and shall not prevent disclosure by the Prequalified Bidder of Information to the extent necessary to comply with any legal obligation or the requirement of any relevant stock exchange or other regulatory government or official body.
   3. The Prequalified Bidder undertakes:
      1. to keep the Information and any copies of it secure and in such a way as to prevent unauthorised access by any third party;
      2. to inform the Procuring Authority immediately if it becomes aware that any Information has been disclosed to or come to the knowledge of an unauthorised third party;
      3. at its own expense, within [seven (7)] days of withdrawing from the bidding process, or of being notified that it has not been declared as having won the Project, and in any event on receipt of a written demand from the Procuring Authority:
         1. to return or destroy all hard copies of Information that has been made available to it by, or on behalf of, the Procuring Authority which is in its possession or under its custody and control without keeping any copies;
         2. to destroy all hard copies of Information prepared by it to the extent that the same contains, reflects or derives from Information that has been made available to it by or on behalf of the Procuring Authority;
         3. to the extent practicable, to expunge all Information from any computer, word processor or other device in its possession or under its custody or control; and
         4. to confirm to the Procuring Authority in writing that the above actions have been taken.
3. Virtual Data Room
   1. No representation or warranty (whether express or implied) is given and no responsibility or liability is accepted by the Procuring Authority, or its advisers or representatives, as to the accuracy or completeness of the Information or otherwise.
   2. The Information, or any part thereof, does not constitute an offer or proposal by or on behalf of the Procuring Authority.
   3. Additional documents may be added to, and documents may be removed from, the Virtual Data Room from time to time by or on behalf of the Procuring Authority. The Prequalified Bidder should check the Virtual Data Room regularly as the inclusion of new documents will be apparent from doing so. However, no obligation is undertaken or accepted by the Procuring Authority or its advisers or representatives to provide any additional or updated Information or to correct any inaccuracies or discrepancies in the Information.
4. Access to the Virtual Data Room
   1. Only those Permitted Persons identified to and approved by the Procuring Authority from time to time will be allowed access to the Virtual Data Room. The initial list of such Permitted Persons is set out in Schedule 1. If the Prequalified Bidder wishes to add new Permitted Persons to such list at any time, it should prepare an updated list in the form of Schedule 1 and submit such updated list to the Procuring Authority, with a copy to [Transaction Advisor] addressed in accordance with the details stipulated in Part 1 of Appendix 1 of the RFP. Following receipt of the updated list, the Procuring Authority shall notify the Prequalified Bidder as to whether it accepts the updated list. If the Procuring Authority accepts the updated list, the updated list shall replace any previous list provided by the Prequalified Bidder.
   2. The Prequalified Bidder shall ensure at all times that:
      1. in respect of the Prequalified Bidder’s access to the Virtual Data Room, only its Permitted Persons shall seek access to the Virtual Data Room on its behalf; and
      2. the number of Permitted Persons who shall seek such access on behalf of the Pre-Qualified Bidder is limited only to those for whom it is strictly necessary.
   3. Access to the Virtual Data Room by any Permitted Persons is subject to:
      1. the consent of the Procuring Authority; and
      2. the authorised representative (**Representative**) of the Prequalified Bidder (as evidenced under the power of attorney submitted in connection with the Prequalified Bidder’s Prequalification Application), having:
         1. signed and delivered to the Procuring Authority a copy of this Virtual Data Room Undertaking, together with a complete list of those persons requiring access to the Virtual Data Room in the form of Schedule 1 of this Virtual Data Room Undertaking; and
         2. countersigned and returned copies of any non-reliance letters (substantially in the form attached as Part 1 of Schedule 2 of this Virtual Data Room Undertaking) issued by consultants whose reports are included in the Virtual Data Room, in each case as identified to the Representative by the Procuring Authority; provided that failure by a consultant to require countersignature of a non-reliance letter shall not affect in any way the reliance provisions of sections 2.5 and 2.6 of the RFQ or of paragraph 4.4 of this Virtual Data Room Undertaking.
   4. The Prequalified Bidder hereby agrees that, should it be selected as the Winning Bidder, it will promptly countersign and return, to each consultant whose reports are included in the Virtual Data Room, reliance letters substantially in the form attached as Part 2 of Schedule 2 of this Virtual Data Room Undertaking.
   5. Each Permitted Person granted access to the Virtual Data Room will be allocated and sent a unique user name and temporary password to enable such person to access the Virtual Data Room. Permitted Persons will be prompted to use their user name and password each time that they seek access to the Virtual Data Room.
   6. Having entered a correct user name and password, Permitted Persons will be requested to confirm that:
      1. they understand and agree to comply with the terms of this Virtual Data Room Undertaking and any Confidentiality Arrangements;
      2. they are the authorised user of the Virtual Data Room to whom the password was issued and have not received the password by unauthorised means; and
      3. they acknowledge and accept that neither the Procuring Authority, its representatives or advisers nor any of their respective officers, employees or agents accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the information provided in the Virtual Data Room.
   7. Permitted Persons will not be able to access the Virtual Data Room unless and until they have confirmed the above.
   8. The Procuring Authority reserves the right to refuse, terminate or withdraw access to the Virtual Data Room (either in general or by any Permitted Person) at any time without giving any reason. In particular, if the Prequalified Bidder withdraws from the tender process, whether formally or informally (e.g., by not submitting a response to the RFP), access to the Virtual Data Room will be withdrawn.
   9. With the exception of scheduled downtime and unless otherwise advised, the Virtual Data Room will be open 24 hours per day, seven days per week from the date of its opening until the deadline for responding to the RFP, or such other dates as notified by the Procuring Authority to the Prequalified Bidder. The information may subsequently be reopened to the Winning Bidders.
5. Use of the Information
   1. The Information may not be forwarded or shared other than in accordance with this Virtual Data Room Undertaking.
   2. If any Information is printed or downloaded, it shall be deemed to have been printed and/or downloaded on, and shall remain subject to, the terms of this Virtual Data Room Undertaking (including, for the avoidance of doubt, the obligation to return or destroy the Information).
   3. No attempt may be made to circumvent any of the security features of the Virtual Data Room.
6. Security
   1. Permitted Persons must not reveal their user name or password to anyone for any reason whatsoever. (New individuals can be added to the list of Permitted Persons and granted their own user names and passwords under the procedure described in Clause 4.)
   2. When accessing the Virtual Data Room, Permitted Persons must:
      1. take all necessary steps to ensure that none of the information contained therein is visible to, or capable of being overlooked by, other persons;
      2. not leave their computer (or other communications device through which they have logged on to the Virtual Data Room) unattended whilst they are logged on to the Virtual Data Room; and
      3. ensure that they log-out of the Virtual Data Room when they have finished using it, by closing down their Internet browser programme.
   3. It should be noted that the Virtual Data Room system keeps a record of which user names have been used, and at what time, to access particular documents.
7. Questions & Answers Procedure

The Procuring Authority will advise Prequalified Bidders as regards the procedure for submitting questions and requests for clarification, either via the Virtual Data Room itself or separately.

1. Technical Support

Permitted Persons who experience technical difficulties in accessing or using the Virtual Data Room should contact the [Transaction Advisor] Project Team Leader stipulated in Part 1 of Appendix 1 of the RFP.

1. Disclaimer

No liability is accepted by the Procuring Authority or its advisers or representatives for any damage of any sort which may be caused to any computer, computer system or other communications device through which the Virtual Data Room has been accessed, or any information stored on any such computer, computer system or other communications device, in any way resulting from the use of or the downloading of any information from the Virtual Data Room. Use of the Virtual Data Room is entirely at the user’s own risk.

1. Governing Law

This agreement and any non-contractual obligations arising out of or in connection with it shall be governed in accordance with laws of [Procuring Country].

1. Acceptance

In consideration of the Procuring Authority agreeing to grant us access to the Virtual Data Room, we hereby agree to comply with this Virtual Data Room Undertaking.

|  |  |
| --- | --- |
| **Prequalified Bidder[[114]](#footnote-115)** |  |
| Name of Prequalified Bidder: |  |
| By: | Date: |
| Name (in capitals): |  |
| Position: |  |

1. : Permitted Persons Requiring Access to the Virtual Data Room

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Position** | **Company** | **Email** | **Mobile Telephone No.** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. 1. – Non-Reliance Letter

**[Project Name]**

**Adviser Non-Reliance Letter[[115]](#footnote-116)**

To:

[*Full Name and Address of Potential Bidder or Prospective Lender*]

[Date]

Dear Sirs

1. We refer to the confidential draft report dated [Date] entitled [Title] (the **Draft Report**), prepared by [list full name of adviser who prepared the report] (**Adviser**) as adviser to [Transaction Advisor] in connection with its role as transaction adviser to [name of IFC AS Procuring] in respect of [brief project description] (the **Project**).
2. The Adviser understands that you wish to be provided with a copy of the Draft Report. This letter sets out the terms on which the Adviser will agree to release its Draft Report to you and explains certain matters in relation to the Draft Report.

[***Option 1 (bidders):*** You may receive a copy of the Draft Report in your capacity as a Prequalified Bidder in connection with the Project on the condition that, unless and until you: (a) are declared the winner in connection with the Project; (b) have signed the Project Agreements; and (c) are recognised as an addressee of the Draft Report by signing a reliance letter with the relevant Adviser in respect of such Draft Report, you will be bound by and will accept the provisions of this letter.]

[***Option 2 (lenders):*** You may receive a copy of the Draft Report in your capacity as a prospective lender or participant to a Prequalified Bidder in connection with the Project on the condition that, unless and until: (a) that Prequalified Bidder is declared the winner in connection with the Project, (b) that Prequalified Bidder has signed the Project Agreements,; and (c) you are recognised as an addressee of the Draft Report by signing a reliance letter with us in respect of such Draft Report, you will be bound by and will accept the provisions of this letter.]

In particular, you accept that:

* + 1. you may not rely on the Draft Report or any explanation the Adviser or anyone else may give in relation to a Draft Report; and
    2. the Adviser does not have any responsibility or liability to you, whether in contract, tort (including negligence) or otherwise.

1. You agree to keep the Draft Report confidential and not to disclose the whole or part of the Draft Report to any other person other than in accordance with paragraph [4] without the prior written consent of the Adviser. For the avoidance of doubt, the Adviser will not accept any liability or responsibility to any third party who may gain access to the Draft Report.
2. You may make copies of the Draft Report available to: (i) your directors, officers, employees, agents and financial and other professional advisers involved in considering the Project; (ii) relevant rating agencies**,** [only for prospective lenders]; and (iii) potential lenders and/or participants and their respective consultants in any loan to be provided or arranged by you relating to the Project], provided that in each case you inform and instruct them and they accept that:
   * 1. each Draft Report is confidential and may not be disclosed to any other parties without the Adviser’s prior written consent save where required by law or any applicable regulatory body;
     2. (other than in respect of disclosure to any rating agency) they may use the Draft Report only for the purposes of considering the Project and, in the case of financial or other professional advisers or consultants, only for the purpose of advising you in relation to your consideration of the Project; and
     3. the Adviser accepts no duty of care to them in respect of any use they may make of the Draft Report.
3. You agree that the Draft Report was prepared solely on, and subject to, the instructions of [Transaction Advisor], on behalf of [insert Procuring Authority’s name], for limited purposes which may not meet your requirements or objectives.
4. In the event that you [***Option 2 (lenders):*** do not provide financing to] [***Option 1 (bidders):*** are not declared] the winning bidder in connection with the Project, the Adviser requires you to arrange for any copies of the Draft Report provided to you, together with any further copies which have been made by you or on your behalf, to be returned to the Adviser or destroyed save for one copy which you may retain permanently, subject to the terms of this letter as evidence of the scope of the information received by you. For these purposes, electronic copies of the Draft Report should be expunged, so far as practicable, from any computer, word processor, mobile phone, memory stick or any other device.
5. The terms and provisions of this letter shall not exclude or restrict any liability for fraud or wilful default to the extent that it may not be so excluded or restricted by law or professional rules.
6. If any provision of this letter shall be or become illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.
7. This letter is subject to English law and any dispute which may arise out of or in connection with this letter will be subject to the exclusive jurisdiction of the English courts.

Please sign the accompanying copy of this letter and return it to [Transaction Advisor] as an acknowledgement and acceptance of its terms.

Yours faithfully

**[Full Name of Adviser]**

We hereby agree to the terms of this letter.

For and on behalf of

[*Prequalified Bidder*]

Or

[*Potential Lender/Participant*]

Dated: [*DATE*]

* 1. – Form of Reliance Letter

**[Adviser Letterhead]**

To: [Name]

Cc: [Name]

[Date]

Dear Sirs

**[Insert Project Name]**

1. We refer to the final form of the confidential [insert name of report] dated [insert date of final version] in relation to the Project (the **Report**), prepared by us at the request of [Transaction Advisor], on behalf of [insert Transaction Advisor Services Procuring name].
2. Capitalised terms not otherwise defined in this letter shall have the same meaning as in the Report.
3. We agree that you [**for lenders**: and any participant in your financing of the Project] [and any of your respective transferees] may rely on the Report subject to, and on the basis of, the terms and provisions of, and the limitations on our liability set out in this letter.
4. You agree that to the extent permissible under applicable laws or regulations, the aggregate liability of the Firm (as defined below) to all third parties entitled to rely on the Report in respect of all such persons’ losses arising out of or in connection with the Firm’s services arising out of or in connection with the Project and the production of the Report shall be limited to [amount][[116]](#footnote-117) in aggregate, provided that no such limitation shall apply to losses arising as a result of the Firm’s gross negligence of wilful misconduct.
5. The terms and provisions of this letter shall not exclude or restrict any liability to the extent that such liability may not be so excluded or restricted by applicable law or professional rules.
6. If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.
7. References in this letter to “**loss**” or “**losses**” are references to any loss, damage, liability, cost or expense (including, without limitation, indirect, consequential or economic loss).
8. In this letter:
   * + - 1. the terms the “**Firm**”, “**we**” or “**us**” include [insert Adviser details] and, as applicable, the partners, employees, contractors or other persons working at or for any of them which have agreed to provide services in relation to the Project[; and]
         2. [further terms to be defined if needed]
9. This letter is subject to English law and any dispute that may arise out of or in connection with this letter will be subject to the exclusive jurisdiction of the English courts.

Please sign the accompanying copy of this letter and return it to us as an acknowledgement and acceptance of its terms, whereupon we shall issue a copy of the Report to you in your capacity as [Addressee].

Yours sincerely

[insert Adviser name]

Acknowledged and agreed by [NAME]:

Name:  
Title:  
Date:

1. Requirements for Technical Proposal

**Introduction**

The Prequalified Bidder is responsible for the meeting all the standards and requirements defined in the Concession Agreement (including Technical Standards, Service Standards, and E&S Requirements).

**Technical Submission Requirements**

The following is a list of the documents to be submitted by Prequalified Bidders in their technical proposal:

1. Part I – Information to Input on Odyssey Platform
2. Part I – Business Plan
3. Part II – Compliance with Technical and Service Standards
4. Part II – Warrant of Compliance with Technical, Service and E&S Requirements

**Part 1 – Information to Input on Odyssey Platform**

Following tabs of the [Procuring Country] Odyssey Platform completed for each Mini-Grid:

* + - * 1. Information;
        2. Load;
        3. Generation design; and
        4. Distribution design.

**Part 2 – Business Plan**

*[Prequalified Bidders shall include the Marketing Plan and Social Plans as part of their Technical Proposal. The* [Procuring Authority] *will review the Technical Proposal to check for completion and ensure that the Marketing Plan, Social Plans, and E&S Plans described by the Prequalified Bidder are implementable.]*

## Demand Assessment

Explain:

* Your methodology for deriving load profiles for each customer category:
  + Residential;
  + Commercial;
  + Industrial;
  + Public;
  + Streetlighting.

For commercial, industrial, and any other large customers, briefly describe the usage pattern of the key appliances and loads (time of day, seasonality, kW load) and whether these loads already exist or are expected to appear once the project starts.

* Describe your assumptions for increase in average load per customer type from commissioning to baseline year.
* Describe your assumptions for growth in number of customers and load over the lifetime of the project.

## Marketing Plan

What is your plan for marketing your services to your target customers, and to enable customers to use electrical appliances? Describe the following elements of your strategy:

* Competitive strategy: who/what do you view as competition or alternatives to your solution? What are your advantages relative to that competition?
* Customer acquisition strategy/your process for signing up new customers: How are you going to market the different products (mini-grids and solar home systems (**SHS**))? How many customers are you planning to serve with SHS?
* Customer information process: How do you plan on informing your customers on the benefits of connecting to the mini-grid and alleviating any concerns they may have about using the service?
* Energy efficient electrical appliances for domestic customers and productive uses: Describe your strategy to ensure your customers can find and buy energy efficient electrical appliances, by either:
  + Building on existing consumer finance solutions to encourage take-up of energy efficient appliances;
  + Collaborating with organisations such as non-governmental organisations, microfinance institutions, or others to arrange access to financing for energy efficient appliances; or
  + Providing financing (hire-purchase, loans) for and/or retailing energy efficient appliances to the customers. Please explain what type of appliances you would provide and how they meet internationally recognised energy efficiency standards.
* Describe your strategy to support commercial and industrial (**C&I**) customers in replacing traditional equipment that does not work with electricity, with equipment that works with electricity.
* Please describe any support or capacity building plans considered as part of your strategy for residential and C&I customers.

Explain what human and financial resources are needed for your marketing strategy, and if you have those resources already. If not, explain your plans to acquire them.

## Social Plans

In this section, you will be required to describe your plans to ensure social equity and gender balance at all stages of the project.

* + - 1. **Social equity plan**

Describe your strategy to:

* Serve public institutions, particularly educational and health centres. Describe how you will meet the requirements to serve the public institutions for free as defined in the Concession Agreement (timeline, etc.);
* Install, maintain, and operate streetlights according to the requirements defined in the Concession Agreement;
* Attend specific energy needs of poor and disabled customers;
* Create or promote jobs for poor and disabled people (including in your staff);
* Promote the social inclusion of poor and disabled people (customers as well as in your staff).

Explain what human and financial resources are needed for your social equity plan, and if you have those resources already. If not, explain your plans to acquire them.

* + - 1. **Gender** **balance plan**

Describe your strategy to:

* Encourage the take-up of the services by women;
* Attend specific energy needs of female customers (e.g., female-headed households and businesses);
* Create or promote jobs for women (including in your staff and subcontractors’ staff);
* Promote the social inclusion of women (customers as well as in your staff).

Explain what human and financial resources are needed for your gender balance plan, and if you have those resources already. If not, explain your plans to acquire them.

## Tariff Structure

Describe how your tariff structure aligns with customers’ willingness to pay and ability to pay, given your projected demand.

Explain the choices you have made to design your tariff schedule, for example:

* Using multi-part tariffs including connection charges, tariffs that vary with time-of-use, lower tariffs for curtailable loads, etc.;
* Differentiating pricing by level of usage and cross-subsidising across customer groups to reach sustainability;
* Setting a uniform structure across the Portfolio or a different tariff structure for different communities.

## Mini-grid Technology and Design

In this section, you will be required to provide your resource assessment, and a generation and distribution design.

* + - 1. **Resource assessment**

*[Optional* – *this question is only relevant if you did not use the NASA dataset provided on HOMER in the “Generation Design” tab.]*

Describe the methodology or source of your [*solar or other resource according to the mini-grid technology*] resource data.

* + - 1. **Generation and distribution design**

Describe and provide a techno-economic justification of the equipment, and of the generation power plant and distribution network design (including an optimisation if performed) in your Technical Proposal. Describe the adequacy of the designs for modularity and expansion of the system beyond the baseline year.

Explain how the equipment, generation and distribution design comply with the requirements set out in the Concession Agreement.

## Project Development and Implementation Plan

In this section, you will be required to describe your plans for project implementation, development, construction, and operation phases.

* + - 1. **Workplan for implementation**

Provide a workplan with expected major milestones for each mini-grid phase, including: acquisition of permits and authorisations, financial close, commissioning, connections roll-out, etc.

Please upload the project workplan in the upload section.

* + - 1. **Development phase**

Describe your implementation plan and resource plan for the development and construction phase:

* Organisation for development phase: describe the project management, roles, main activities, processes, and quality assurance system.
* Explain whether any activities, and which ones, will be performed by subcontractors.
  + - 1. **Construction phase**

Describe your implementation plan and resource plan for the construction phase:

* Organisation for construction phase: describe the project management, roles, main activities, processes, and quality assurance system.
* Describe the procurement plan and strategy for logistics, in particular import duties plan and experience dealing with customs for similar projects.
* Explain whether any activities, and which ones, will be performed by subcontractors.
  + - 1. **Operations phase**

**Technical operations and maintenance concept**

Describe all operations and maintenance procedures, processes, resources and allocation of resources, and materials needed and how they will be obtained. Explain whether any activities, and which ones, will be performed by subcontractors.

**Customer service**

Describe your strategy to address customer requests and complaints, and how it complies with customer service standards defined in the Concession Agreement. Your strategy should comply with the IFC Performance Standards and [the E&S Management Framework – for transaction with multiple small sites; or the E&S Scoping Study – for transaction with large sites][[117]](#footnote-118).

**Revenue collection strategy**

Describe your proposed revenue collection strategy: state which pre-paid meter technology you intend to use, and the costs and resources required to achieve your collection targets. Describe the modes of payment you will make available to customers.

**Monitoring and evaluation, and reporting**

Describe how you plan to meet your reporting obligations defined in the Project Agreements to the [Contracting Procurement Authority], and your reporting obligations to lenders. Describe how you intend to use metering technologies to comply with reporting requirements.

**Environmental and Social (E&S) aspects**

Describe all relevant corporate policies relating to the following:

* Environmental risks and impacts assessment, measures to control and mitigate risks and to monitor efficiency such measures;
* Social and socio-economic aspects (including assessment of Project benefits and opportunities);
* Worker health and safety;
* Public and community health and safety;
* Any other policies the Prequalified Bidder believes to be relevant to the project.

Describe how you plan to implement the E&S approach defined for the site, including your resource plan, and whether any activities, and which ones, will be performed by subcontractors.

## Risk Assessment and Mitigation

[Procuring Country] SMG provides to Winning Bidders a risk mitigation package comprising:

* Contractual risk allocation of key risks in Concession Agreement: including Political risks, regulatory risks, exclusivity, land and permitting risks, currency inconvertibility risks, collection risks, exchange rate risks, security risks and grid encroachment risks.
* A Grant Agreement providing for the required subsidy as per the Winning Bidder’s Proposal.
* [A stapled financing term sheet or letter of interest to mitigate access to financing risk.
* A minimum revenue guarantee to mitigate demand risk.
* A MIGA guarantee term sheet to mitigate political risks (including force majeure, change in law, and expropriation).][[118]](#footnote-119)

In this section, you may describe how you intend to leverage this package, and identify any other possible project risks, their potential impacts on the project, and your risk mitigation plans for each additional risk identified.

## Concessionaire Structure

Describe the organisational structure of the Concessionaire and list the directors or managers (for each member of a CONSORTIUM if you are submitting your Proposal as a CONSORTIUM). Please upload an organisational chart, showing the organisation of the Concessionaire, and the directors or managers, in the upload section.

**Part 3 – Compliance with Technical and Service Standards Form**

*[Complete the Excel File called Technical and Service Standards Compliance Form, and upload accompanying evidence to prove compliance with the Technical and Service Standards defined in the Concession Agreement.]*

**Part 4 – Warrant of Compliance with Technical, Service and E&S Requirements**

[Date]

Attention: [Procuring Authority]

Subject: [Tender Name]

Sir/Madam:

We, the undersigned, *[NAME OF Prequalified Bidder],* warrant that we have read, understood, and that our Technical Proposal complies with, the Technical, Service, and E&S Requirements defined in the Concession Agreement. Failure to comply with these requirements may disqualify our Proposal.

Signed *[Insert your signature]*

Name *[NAME OF AUTHORISED REPRESENTATIVE]*

Dated on *[DATE] day* of *[MONTH],* *[YEAR]*.



**Part 1 – Offer Letter**

**[*On the letterhead of the Prequalified Bidder/Lead Sponsor*]**

To: [Procuring Authority]

Reference: [Project] (**Project**)

Dear [Sir/Madam],

We refer to your request for proposal dated [date] in relation to the Project (**RFP**). Capitalised terms defined in the RFP and used but not defined herein shall bear the meanings given to them in the RFP.

Having examined the RFP and understood its contents, we hereby submit our Proposal for the Project. In doing so, we confirm [in respect of, and on behalf of each Consortium Member][[119]](#footnote-120) the following:

1. The Proposal is unconditional and unqualified.
2. We intend to finance the Project on the basis of [subsidies, as defined in the Grant Agreement, equity, and debt financing on a limited recourse finance basis]. [Name of Grantor] is the grant provider for this transaction in respect of USD [amount]. [Name of arranger/lender] [is the arranger] (the “Arranger”)] [is/are the lender(s)] (the “Lender[s]”) for this transaction in respect of USD [amount], and this amount is not less than the debt amount of % [share] we anticipate is required. [We attach to our Proposal [a letter/letters] from the [Arranger]/[Lender[s]] in the format stipulated in Annex 3 Part 2]. We acknowledge that any replacement of the relevant [Arranger]/[Lender[s]] following the Proposal Submission Date is not permitted unless approved in writing by the Procuring Authority. For the avoidance doubt, we acknowledge that other lenders may join the consortium after the Proposal Submission Date without the requirement for approval.
3. We acknowledge that the Procuring Authority will be relying on the information provided in our Prequalification Application and Proposal and the documents accompanying them to select the Winning Bidder. We certify that all information provided in our Prequalification Application and Proposal is true and correct and that nothing has been omitted that renders such information misleading.
4. We acknowledge the right of the Procuring Authority to reject our Proposal without assigning any reason and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority, nor have had any contract terminated by any public authority for breach by us.
6. We certify that we are not debarred by the government of [country] or any other public authority or agency in [country] from participating in publicly procured projects as on the date hereof.
7. We hereby: (a) acknowledge and consent to any actual, potential or perceived conflicts of interests arising as a result of multiple past, current or prospective roles of IFC[[120]](#endnote-2), MIGA and IDA in connection with (i) the development, delivery and financing of the Project (such as Transaction Advisor, investor or guarantee provider), or (ii) any financial or advisory relationships with a prospective bidder (or its affiliate), the Procuring Authority or the government of [country] [or the Grantor]; (b) agree that we will not raise any objection or challenge to the Process or the selection of the Winning Bidder on the grounds of any such actual, potential or perceived conflict, and waive any rights we may otherwise have to do so; and (c) consent to the sharing of any information provided to or created by IFC Investment in connection with the proposed financing of the Project among IFC Investment, IDA, IBRD and MIGA staff members engaged in the proposed financing of the Project.
8. We declare that:
   1. we have examined and have no reservations to the RFP, including any addendum issued by the Authority;
   2. we do not have any conflict of interest relevant or potentially relevant to our participation in the Project;
   3. neither we nor any person acting for us or on our behalf has directly or indirectly or through an agent engaged in any Sanctionable Practices whether with respect to this Project, the Process or otherwise;
   4. we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any Sanctionable Practice whether with respect to this Project, the Process or otherwise; and
   5. we understand that you may cancel the Process at any time and that you are not bound to accept any Proposal that you may receive, without incurring any liability to the Prequalified Bidders.
9. We continue to satisfy and meet all the requirements specified in the RFQ, including the financial and legal qualifications set out in the RFQ and in our Prequalification Application (including our Legal Prequalification – Confirmation Letter) and there has been no material event relating to us which would require disclosure to the Procuring Authority or which might cause us to fail to become a Prequalified Bidder, in either case if we were responding to the RFQ today.
10. There has been – and, prior to signature of the Project Agreements and, if applicable, their novation to the Concessionaire, there will be – no change as regards any of the information provided in respect of the Concessionaire in the Prequalification Form submitted as part of our Prequalification Application or in this Proposal (including, for the avoidance of doubt, in the identity of any Lender (if applicable)), in each case, of which the Authority is unaware and which it has not approved.
11. [We declare that there has not been any change in the composition of our Consortium, or of the proposed allocation among our Consortium Members of interests in the Project, of which the Procuring Authority is unaware and which it has not approved.][[121]](#footnote-121)
12. We hereby irrevocably waive any right we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procuring Authority in connection with the Process or the selection of the Winning Bidder.
13. Without prejudice to the generality of paragraph 12 above, we hereby acknowledge the Procuring Authority’s right to draw on our Bid Bond in all circumstances as set out in the RFP and waive any right we may have at any stage at law or howsoever otherwise arising to challenge or question any such drawing.
14. We agree and undertake to abide by all the terms and conditions of the RFP.

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[*Attorney named in power of attorney*]**

**For and on behalf of [*Prequalified Bidder*]**

**Part 2 – IFC Cover Letter**

[To be provided]

**[Part 3 – MIGA Cover Letter]**

[To be provided]

**[Part 4 – World Bank Cover Letter]**

[To be provided]

**Part 5 – Form FIN 2: Bid Input Sheet**

*[Upload on the* [Procuring Country] *Odyssey Platform the completed Excel spreadsheet with key assumptions.]*

1. Financial Proposal

**Part 1 – Letter of Financial Proposal**

*[The Prequalified Bidder shall submit one Letter of Financial Proposal per Project.]*

**Date of this Proposal submission**: *[Insert date (as day, month, and year) of Proposal submission]*

**RFP Title:** [Tender Name]

**RFP No:** [RFP Number]

**Project Name and No**: *[Insert the Project name and number]*

To:

Dear Sir or Madam:

We, the undersigned Prequalified Bidder, hereby submit the Financial Part of our Proposal.

Having examined the RFP Documents, the Addenda issued during the first stage, Addenda Nos. *[insert: numbers]* issued with or after the Request for Proposals, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide the Services to [Grantor], in full conformity with the said RFP Documents and Addenda for the total Proposal subsidy amount of:

***[Insert the requested subsidy amount in USD for the Project indicated in this Letter, in words and figures]***

If our Proposal is accepted, we undertake to provide a Development Bondin the form, in the amounts, and within the times specified in the RFP Documents.

We agree to abide by this Proposal, which, in accordance with 4.1 of the Instructions to Prequalified Bidders, consists of this letter and the enclosures listed below, for a period of 365days from the date fixed for submission of Proposals as stipulated in the Request for Proposals or subsequent Addenda to the RFP Documents, and it shall remain binding on us and may be accepted by you at any time before the expiration of that period.

**Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP process or execution of the Concession Agreement: *[insert in the table below complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]*

| **Name of Recipient** | **Address** | **Reason** | **Amount** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*[If none has been paid or is to be paid, indicate “none”.]*

Until the formal final Concession Agreement is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

**Name of the Prequalified Bidder***: \*[insert complete name of the Prequalified Bidder]*

**Name of the person duly authorised to sign the Proposal on behalf of the Prequalified Bidder**: \*\* *[insert complete name of person duly authorised to sign the Proposal]*

**Title of the person signing the Proposal**: *[insert complete title of the person signing the Proposal]*

**Signature of the person named above**: *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Proposal submitted by a Consortium, specify the name of the Consortium as Prequalified Bidder.

\*\*: Person signing the Proposal shall have the power of attorney given by the Prequalified Bidder. The power of attorney shall be attached with the Proposal Schedules.

**Part 2 – Bid Input Sheet**

The Bidder should proceed to the following steps:

1. **Completed following tabs for each Mini-Grid Site on the [Procuring Country] Odyssey Platform:**
   1. Information tab
   2. Load tab
   3. Generation design tab
   4. Distribution design tab
2. **Export bid input sheet**
3. **Complete remaining assumptions in bid input sheet**

1. Concessionaire Information Schedule

**PART I – General**

**Section A. Concessionaire Details (All Project Agreements)**

|  |  |
| --- | --- |
| **Concessionaire details:** | Name: [●]  Legal status: [●]  Country of incorporation: [●]  Registered office: [●]  Registered number: [●] |
| **Concessionaire notice details:** | Address: [●]  Fax: [●]  Attention: [●] |

**Section B. Concessionaire Information (All Project Agreements)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Anchor Sponsor(s) and percentage beneficial economic interests at the Effective Date** | Name: [●]  Name: [●]  Name: [●] | Interest: [●] per cent.  Interest: [●] per cent.  Interest: [●] per cent. |
|  | **Construction Contract** | [●] | |
|  | **Lead Sponsor** | Name: [●] | |

1. Form of Bid Bond

Date: *[DATE]*

To: [Procuring Authority]

Number:

Issuance Date: [*DATE*] (**Issuance** **Date**)

WHEREAS:

Reference is made to the Request for Proposals (**RFP**) dated [Date] issued by [Procuring Authority] (**Authority**) with a view to selecting a private sector developer to develop, finance, construct, own and operate mini-grids at [describe location] (**Project**).

Capitalised terms defined in the RFP (or related documents) and used but not otherwise defined herein shall have the meaning given to them in such RFP (or related documents).

[*Prequalified Bidder/Consortium name*] (**Prequalified Bidder**) has submitted to the Authority its Proposal for the [*description of Project*] in response to the RFP.

Pursuant to the requirements of the RFP, the Prequalified Bidder is obliged to procure, in favour of the Authority an on-demand bid bond.

We, [*name of Bid Bond provider*] (**Bank**) have agreed to issue this bid bond to secure certain undertakings and obligations of the qualified Bidder in respect of the RFP and, if the qualified Bidder is selected as the Winning Bidder, the Concessionaire in respect of the Concession Agreement (**Bid Bond**).

THE BANK AGREES AS FOLLOWS:

1. Subject to the terms of this Bid Bond, the Bank irrevocably and unconditionally undertakes to the Authority, on receipt of the first and all subsequent written demands to the Bank (each a **Demand**) declaring that[[122]](#footnote-122):
   * + - 1. the Prequalified Bidder, having been notified by the Authority that it is the Winning Bidder, has failed to ensure the attendance of representative(s) of the Concessionaire or Lead Sponsor as duly authorised to sign the relevant Project Agreements on behalf of the Concessionaire or Lead Sponsor (as the case may be) (**Representatives**) at the meeting convened for such purpose (clause 9.4 of the RFP); or
         2. the Representatives have failed to sign the Project Agreements in the form accompanying the RFP (clause 9.4 of the RFP); or
         3. the Representatives have failed to furnish a Development Bond (clause 10 of the RFP); or
         4. [in circumstances where the Lead Sponsor has signed the Project Agreements, the Lead Sponsor has failed to incorporate the Concessionaire and novate the Project Agreements to the Concessionaire within [30] days of such signature (clause 9.6 of the RFP);][[123]](#footnote-123)

to immediately pay the sum stated in such Demand(s), without proof or conditions. No further supporting statement under Article 15(a) of the Uniform Rules for Demand Guarantees (URDG) shall be required.

1. The Demand(s) shall be conclusive evidence of the Bank’s liability and of the amount of the sum or sums which it is liable to pay to the Procuring Authority, notwithstanding any objection made by the Prequalified Bidder, Concessionaire or any other person.
2. The Bank’s obligation to make payment under this Bid Bond shall be a primary, independent and absolute obligation and it shall not be entitled to delay or withhold payment for any reason.
3. All payments under this Bid Bond shall be in [US Dollars] to the following account, or such other account as the Procuring Authority may notify to the Bank in writing, and shall be made free and clear of, and without any set-off, counterclaim or deduction on account of any liability whatsoever including, without limitation, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed:

Account Details: [insert details of account]

1. The maximum aggregate liability of the Bank under this Bid Bond shall not exceed the sum of USD [*amount*], excluding interest and legal costs (**Bid** **Bond Amount**).
2. This Bid Bond shall come into effect on the Issuance Date, is a continuing obligation and shall remain in full force and effect (and shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Bank from its obligations hereunder in whole or in part) until:
   * + 1. in the case of a Bidder which is a Winning Bidder, the earlier of:

the payment by the Bank to the Procuring Authority of a sum or sums in aggregate that equals the Bid Bond Amount; and

the end date: [twenty-eight (28)] business days beyond the original validity period of the Proposal

when it shall expire and cease to be valid, whether or not this Bid Bond is returned to the Bank.

1. All Demands to be made in accordance with clause 1 of this Bond must be in writing and sent by personal delivery, courier or facsimile to the Bank at:

Address: [*address*]

Facsimile: [*fax number*]

Attention: [*name*]

1. Any Demand(s) sent by:
   * + 1. airmail or courier will be deemed (in the absence of evidence of earlier receipt) to have been delivered seven days after dispatch; and
       2. facsimile is deemed to have been delivered on the date of its dispatch on receipt by the sender of the delivery confirmation report.
2. The Bank may, by [five (5)] days’ written notice (delivered by courier) to the Procuring Authority, change its postal or facsimile address or addressee for receipt of such Demand(s).
3. This Bid Bond and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts with respect to any dispute or difference arising out of or in connection with this Bid Bond. Nothing in this clause shall affect the ability of the Authority to enforce any judgment against the Bank in any jurisdiction.
4. This Bid Bond is subject to the Uniform Rules for Demand Guarantees 2010 revision, ICC Publication No. 758 (**URDG**).
5. This Performance Security is executed by us as a deed.

IN WITNESS of which [the Bank] has duly executed this Bid Bond as a deed on the date stated above.

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[NAME]** [*as attorney for* ***[NAME*]]** under power of attorney dated [*date*] in the presence of:    Signature of witness    Name of witness (block letters)    Address of witness    Occupation of witness |  | [By signing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney.] |

1. Notification of Intention to Award[[124]](#footnote-124)

[This Notification of Intention to Award shall be sent to each Prequalified Bidder that submitted a Proposal, unless the Prequalified Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.

Send this Notification to the Prequalified Bidder’s Authorised Representative named in the Prequalified Bidder Information Form.]

For the attention of Prequalified Bidder’s Authorised Representative

Name: [Insert Authorised Representative’s name]

Address: [Insert Authorised Representative’s Address]

Telephone/Fax numbers: [Insert Authorised Representative’s telephone/fax numbers]

Email Address: [Insert Authorised Representative’s email address]

[IMPORTANT: insert the date that this Notification is transmitted to all participating Prequalified Bidders. The Notification must be sent to all Prequalified Bidders simultaneously. This means on the same date and as close to the same time as possible.]

**DATE OF TRANSMISSION**: This Notification is sent by: [email] on [date] (local time)

**Notification of Intention to Award**

**Procuring Authority:** [Procuring Authority]

**Project:**[Name of Project]

**Contract Title:** [Contract Title]

**Country:** [Country]

**Credit No.:**[Credit Number]

**RFP No:** [RFP Number]

Terms defined in the RFP shall have the same meaning when used in this Notification unless otherwise defined herein.

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related complaint in relation to the decision to award the Project.

The Winning Bidder

|  |  |
| --- | --- |
| Name: | [Insert name of the Winning Bidder] |
| Address: | [Insert address of the Winning Bidder] |
| Subsidy amount: | [Insert subsidy amount of the Winning Bidder] |

Other Prequalified Bidders [Insert names of all Prequalified Bidders that submitted a Proposal. If the Proposal’s subsidy amount was evaluated include the evaluated subsidy amount as well as the Proposal subsidy amount as read out.]

|  |  |
| --- | --- |
| Name of Prequalified Bidder | Proposal price |
| [Insert name] | [Insert proposal subsidy amount] |
| [Insert name] | [Insert proposal subsidy amount] |
| [Fill in rows as needed] |  |

Reason/s why your Proposal was unsuccessful

|  |
| --- |
| [State the reason/s why the Prequalified Bidder’s Proposal was unsuccessful. This box is not meant to include: (a) a point-by-point comparison with another Prequalified Bidder’s Proposal or (b) information that is marked confidential by the Prequalified Bidder in its Proposal.] |

How to request a debriefing

|  |
| --- |
| DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).  You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing, your written request must be made within the number of days indicated in RFP section 7.6.  Provide the contract name, reference number, name of the Prequalified Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [ATTENTION]  **Title/position**: [TITLE/POSITION]  **Agency:** [NAME]  **Email address**: [EMAIL]  **[Fax number**: [insert fax number; delete if not used]]  If your request for a debriefing is received within the deadline indicated in section 7.6 of the RFP, we will provide the debriefing within the number of days indicated in section 7.7 of the RFP. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by the number of days indicated in section 7.7 of the RFP. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than the number of days indicated in section 7.8 of the RFP. |

How to make a complaint

|  |
| --- |
| DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight on [DATE] (local time).  Provide the contract name, reference number, name of the Prequalified Bidder, contact details; and address the Procurement-related Complaint as follows:  Attention: [ATTENTION]  Title/position: [TITLE/POSITION]  Agency: [NAME]  Email address: [EMAIL]  Fax number: [insert fax number; delete if not used]  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the Project. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information, see the [“[Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) (Annex III).”] You should read these provisions before preparing and submitting your complaint. In addition, the [World Bank’s Guidance “[How to make a Procurement-related Complaint](file:///F:/2.%20%20World%20Bank%202017/17.%20Tools%20and%20Templates/NIA/get%20the%20address%20once%20it%20is%20published)”] provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Prequalified Bidder who submitted a Proposal in this procurement and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the Project. 3. You must submit the complaint within the deadline stated above. 4. You must include, in your complaint, all of the information required by the [Procurement Regulations (as described in Annex III)]. |

Standstill Period

|  |
| --- |
| DEADLINE: The Standstill Period is due to end at midnight on [DATE] (local time).  The Standstill Period lasts the number of days indicated in 8.7.  The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the number of days indicated in 8.10. If this happens, we will notify you of the extension. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Authority:

**Signature:** [Signature]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** [Name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** [Title/Position]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** [Phone number]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** [Email]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Letter of Acceptance

[DATE]

This is to notify you that your Proposal dated [Date] for execution of the [Name of Project as given in the RFP] for the accepted subsidy amount [insert grant amount in USD, in numbers and words], as corrected and modified in accordance with the Instructions to Prequalified Bidders, is hereby accepted by [name of Procuring Authority].

You are requested to furnish the Development Bond within the number of days indicated in section 10 of the RFP using for that purpose one of the Development Bond Forms.

Authorised Signature: [SIGNATURE]

Name and Title of Signatory: [NAME AND TITLE]

Name of Agency: [NAME]

**Attachment: Concession Agreement**

1. Concession Agreement

*[See Separate Concession Agreement]*

1. Grant Agreement

*[See Separate Grant Agreement]*

1. Land Lease Agreement

*[See Separate Land Agreement]*

1. Direct Agreement

*[See Separate Direct Agreement]*

1. Drafting Note: Where the RFQ relates to more than one Project, please include the language in brackets which allows for plurality. [↑](#footnote-ref-2)
2. Drafting Note: Depending on whether more than one Project is intended to be awarded using the same RFP Process, please select the applicable language in the brackets. [↑](#footnote-ref-3)
3. Drafting Note: Where more than one Project is intended to be awarded using the same RFP Process, please delete the brackets. [↑](#footnote-ref-4)
4. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-5)
5. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-6)
6. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-7)
7. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-8)
8. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-9)
9. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-10)
10. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-11)
11. Drafting Note: To be deleted as appropriate. [↑](#footnote-ref-12)
12. Drafting Note: This clause is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-13)
13. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-14)
14. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-15)
15. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-16)
16. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-17)
17. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-18)
18. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-19)
19. Drafting Note: The bracketed language is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-20)
20. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-21)
21. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-22)
22. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-23)
23. Drafting Note: To be revised based on the financiers providing letters of interest or term sheets as part of the RFP. [↑](#footnote-ref-24)
24. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-25)
25. Drafting Note: To be revised based on the financiers providing letters of interest or term sheets as part of the RFP. [↑](#footnote-ref-26)
26. Drafting Note: To be revised based on the financiers providing letters of interest or term sheets as part of the RFP. [↑](#footnote-ref-27)
27. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-28)
28. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-29)
29. The statement from the qualifying providers may be subject to full due diligence and such providers obtaining final internal approvals. [↑](#footnote-ref-30)
30. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-31)
31. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-32)
32. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-33)
33. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-34)
34. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-35)
35. Drafting Note: The treatment of bid costs shall be decided on a country-by-country basis. If the second option is selected, the Grant Agreement should be revised accordingly. While developers may be able to recover their bid costs through the grant, bid costs will typically not be capitalised and therefore not included in the regulatory asset base. This will depend on accounting rules followed by the regulator, to be assessed during country implementation. The regulatory treatment of bid costs should be communicated to Prospective Bidders as part of the legal memorandum or in the concession agreement. [↑](#footnote-ref-36)
36. Drafting Note: This clause is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-37)
37. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-38)
38. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-39)
39. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-40)
40. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-41)
41. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-42)
42. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-43)
43. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-44)
44. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-45)
45. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-46)
46. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-47)
47. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-48)
48. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-49)
49. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-50)
50. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-51)
51. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-52)
52. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-53)
53. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-54)
54. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-55)
55. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-56)
56. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-57)
57. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-58)
58. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-59)
59. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-60)
60. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-61)
61. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-62)
62. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-63)
63. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-64)
64. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-65)
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66. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-67)
67. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-68)
68. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-69)
69. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-70)
70. Drafting Note: This drafted using World Bank language and should be tailored according to the rules of the entity that will provide the loan for the subsidies. [↑](#footnote-ref-71)
71. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-72)
72. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-73)
73. Drafting Note: This drafted using World Bank language and should be tailored according to the rules of the entity that will provide the loan for the subsidies. [↑](#footnote-ref-74)
74. Drafting Note: This clause is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-75)
75. Drafting Note: This clause is applicable only if more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-76)
76. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-77)
77. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-78)
78. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-79)
79. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-80)
80. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-81)
81. Drafting Note: This provision (and others) may need to be adjusted to reflect the deal specifics (e.g., if the site is privately owned, a formal signing ceremony may not work). [↑](#footnote-ref-82)
82. If the Concessionaire has not been incorporated and/or will not sign the Project Agreements, equivalent confirmations will be contained in the Transfer Certificate referred to in Section 6.7. [↑](#footnote-ref-83)
83. Drafting Note: This provision may need to be adjusted to reflect the specifics of incorporating an SPV in the jurisdiction in question. [↑](#footnote-ref-84)
84. Drafting Note: To be tailored depending on the financing/term sheets provided by the World Bank group and other donors. [↑](#footnote-ref-85)
85. Drafting Note: To be tailored depending on the financing/term sheets provided by the World Bank group and other donors. [↑](#footnote-ref-86)
86. Drafting Note: To be tailored depending on the financing/term sheets provided by the World Bank group and other donors. [↑](#footnote-ref-87)
87. Drafting Note: To be tailored depending on the financing/term sheets provided by the World Bank group and other donors. [↑](#footnote-ref-88)
88. Drafting Note: Add language in brackets if grantor is not the government. [↑](#footnote-ref-89)
89. Drafting Note: This clause should be deleted if no WBG entity has any role with respect to the Project. If any WBG entity is involved with respect to the project this clause must be included in full without amendment unless approved by the involved WBG entity(ies). [↑](#footnote-ref-90)
90. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-91)
91. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-92)
92. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-93)
93. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-94)
94. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-95)
95. Drafting Note: To be tailored or deleted depending on donor requirements, if not the World Bank. [↑](#footnote-ref-96)
96. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-97)
97. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-98)
98. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-99)
99. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-100)
100. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-101)
101. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-102)
102. Drafting Note: The Project Agreements are appended to the RFP to ensure that all Prequalified Bidders are working from the same versions. The Project Agreements will also be available in the Virtual Data Room, but it is possible that the Prequalified Bidder Q&A process will result in amendments to the Project Agreements. Appending the final versions of the to the RFP also ensures that these versions are integrated into the Process. [↑](#footnote-ref-103)
103. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-104)
104. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-105)
105. Drafting Note: Timing to be determined in the context of the construction and commissioning schedule for each Project. [↑](#footnote-ref-106)
106. Using the percentage examples given in brackets in this clause, this assumes that 50% of the Total Grant Amount has been paid at the time the subsidy amount.

     Table to be adapted where there is more than one Project to distinguish between Sites within each Project 50% of the Target Completion Connections are made and the remaining per connection amount will be based on the remainder of the subsidy amount. [↑](#footnote-ref-107)
107. Table to be adapted where there is more than one Project to distinguish between Sites within each Project. [↑](#footnote-ref-108)
108. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-109)
109. To be included where the Project comprise of multiple small mini-grid sites grouped into Lots. This will not be the case where the Project comprises only a small number of large mini-grid sites. [↑](#footnote-ref-110)
110. Please delete bracketed language depending on whether the Project is to comprise multiple small mini-grid sites grouped into Lots or only a small number of large mini-grid sites. [↑](#footnote-ref-111)
111. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-112)
112. [This and the other periods in the timetable are in square brackets, signifying that these may vary from project to project. A minimum of 3 months for RFP should be considered given the time needed by the Prequalified Bidders to digest information including clarifications, conduct due diligence, prepare bids, etc.] [↑](#footnote-ref-113)
113. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether more than one Project is intended to be awarded using the same RFP Process. [↑](#footnote-ref-114)
114. To be signed by attorney authorised under Power of Attorney, who is also the Representative as defined above. [↑](#footnote-ref-115)
115. To be updated to reflect any changes agreed with the advisor as part of the selection process. [↑](#footnote-ref-116)
116. Drafting Note: Amount to be defined in each relevant agreement. [↑](#footnote-ref-117)
117. Drafting Note: The bracketed language to be deleted as appropriate, depending on whether the Project comprises multiple small mini-grid sites or a few large mini-grid sites. [↑](#footnote-ref-118)
118. Drafting Note: To be tailored based on the instruments provided in each transaction, and whether letters of intent or term sheets are to be provided. [↑](#footnote-ref-119)
119. Drafting Note: Bracketed language to be included where the Prequalified bidder is part of a Consortium. [↑](#footnote-ref-120)
120. [↑](#endnote-ref-2)
121. Drafting Note: Bracketed language to be included where the Prequalified bidder is part of a Consortium. [↑](#footnote-ref-121)
122. The list of drawing events as drafted may need to be amended as necessary. [↑](#footnote-ref-122)
123. If this provision has been incorporated into the RFP in the Project jurisdiction, use the number of days as provided for in such provision of the RFP and delete the square brackets. [↑](#footnote-ref-123)
124. Drafting Note: The letter may need to be tailored according to the rules of the donor providing the subsidies. [↑](#footnote-ref-124)