

Loan Agreement

dated \_\_\_\_\_

between

KfW, Frankfurt am Main

("KfW")

and the

Republic of Ghana

(the "Borrower")

represented by the Ministry of Finance

(the "MoF")

for

EUR 30,000,000.00

- Government Goes Solar -BMZ-No. 2018 65 104



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On the basis of the agreement dated 11 October 2019 between the Government of the Federal Republic of Germany and the Government of Ghana on Financial Cooperation (the "Government Agreement"), the Republic of Ghana represented by the Ministry of Finance (the "Borrower") and KfW hereby enter into the following Loan Agreement (the "Agreement"):

1. Amount and Purpose of the Loan

1.1 KfW shall extend to the Borrower a loan not exceeding

EUR 30,000,000.00 (in words: thirty million)

(the "Loan").

1.2 The Borrower shall use the Loan exclusively to provide cost-effective and climate-friendly energy generation from distributed solar photovoltaic systems to selected Ministries, Departments and Agencies ("MDAs") (the "Project"), and primarily to pay the foreign exchange costs of the Loan. The Ministry of Energy represents the Republic of Ghana in the implementation of the Project ("Project Executing Unit" or "PEU"). The Borrower, the PEU and KfW shall determine the details of the Project as well as the goods and services to be financed from the Loan by a separate agreement (the "Separate Agreement").

1.3 Taxes and other public charges to be borne by the Borrower and import duties shall not be financed from the Loan.

2. Disbursement

2.1 KfW shall disburse the Loan in accordance with the progress of the Project and upon request of the Borrower. By the Separate Agreement, the Borrower, the Project Executing Unit, and KfW shall agree on the disbursement procedure, in particular on the evidence to be furnished by the Project Executing Unit and the Borrower, proving that the requested Loan amounts are used for the purpose stipulated in this Agreement.

2.2 KfW shall have the right to refuse to make disbursements after 31 December 2027.

3. Commitment Fee, Interest, and Repayment

3.1 The Borrower shall pay a commitment fee of 0,25% p.a. on the undisbursed Loan amounts. The commitment fee shall be computed for a period beginning three

months after the signing of this Agreement and ending on the date at which disbursements are debited.

- 3.2 The Borrower shall pay interest on the Loan at a rate of 0,75% p.a. Interest shall be charged from the dates at which disbursements are debited to the dates at which repayments are credited to KfW's account specified in Article 3.10.
- 3.3 The Borrower shall pay the commitment fee, interest, and any charges on arrears pursuant to Article 3.6 semi-annually on 15 May and on 15 November for the half-year then ending. The first commitment fee shall be due together with the first interest payment.
- 3.4 The Borrower shall repay the Loan as follows:

Instalment	Date		Amount	
1	May 15,	2029	468.000,00	EUR
2	November 15,	2029	468.000,00	EUR
3	May 15,	2030	468.000,00	EUR
4	November 15,	2030	468.000,00	EUR
5	May 15,	2031	468.000,00	EUR
6	November 15,	2031	468.000,00	EUR
7	May 15,	2032	468.000,00	EUR
8	November 15,	2032	468.000,00	EUR
9	May 15,	2033	468.000,00	EUR
10	November 15,	2033	468.000,00	EUR
11	May 15,	2034	468.000,00	EUR
12	November 15,	2034	468.000,00	EUR
13	May 15,	2035	468.000,00	EUR
14	November 15,	2035	468.000,00	EUR
15	May 15,	2036	468.000,00	EUR
16	November 15,	2036	468.000,00	EUR
17	May 15,	2037	469.000,00	EUR
18	November 15,	2037	469.000,00	EUR
19	May 15,	2038	469.000,00	EUR
20	November 15,	2038	469.000,00	EUR
21	May 15,	2039	469.000,00	EUR
22	November 15,	2039	469.000,00	EUR
23	May 15,	2040	469.000,00	EUR
24	November 15,	2040	469.000,00	EUR
25	May 15,	2041	469.000,00	EUR
26	November 15,	2041	469.000,00	EUR
27	May 15,	2042	469.000,00	EUR
28	November 15,	2042	469.000,00	EUR
29	May 15,	2043	469.000,00	EUR

30	November 15,	2043	469.000,00	EUR
31	May 15,	2044	469.000,00	EUR
32	November 15,	2044	469.000,00	EUR
33	May 15,	2045	469.000,00	EUR
34	November 15,	2045	469.000,00	EUR
35	May 15,	2046	469.000,00	EUR
36	November 15,	2046	469.000,00	EUR
37	May 15,	2047	469.000,00	EUR
38	November 15,	2047	469.000,00	EUR
39	May 15,	2048	469.000,00	EUR
40	November 15,	2048	469.000,00	EUR
41	May 15,	2049	469.000,00	EUR
42	November 15,	2049	469.000,00	EUR
43	May 15,	2050	469.000,00	EUR
44	November 15,	2050	469.000,00	EUR
45	May 15,	2051	469.000,00	EUR
46	November 15,	2051	469.000,00	EUR
47	May 15,	2052	469.000,00	EUR
48	November 15,	2052	469.000,00	EUR
49	May 15,	2053	469.000,00	EUR
50	November 15,	2053	469.000,00	EUR
51	May 15,	2054	469.000,00	EUR
52	November 15,	2054	469.000,00	EUR
53	May 15,	2055	469.000,00	EUR
54	November 15,	2055	469.000,00	EUR
55	May 15,	2056	469.000,00	EUR
56	November 15,	2056	469.000,00	EUR
57	May 15,	2057	469.000,00	EUR
58	November 15,	2057	469.000,00	EUR
59	May 15,	2058	469.000,00	EUR
60	November 15,	2058	469.000,00	EUR
61	May 15,	2059	469.000,00	EUR
62	November 15,	2059	469.000,00	EUR
63	May 15,	2060	469.000,00	EUR
64	November 15,	2060	469.000,00	EUR

- 3.5 If a payment to be made in connection with this Agreement falls due on a date that is not a Banking Day, the Borrower must make such payment on the following Banking Day. If the following Banking Day falls within the next calendar month, such payment must be made on the last Banking Day of the current calendar month. A "Banking Day" means a day other than a Saturday or Sunday on which commercial banks in Frankfurt am Main, Federal Republic of Germany are open for general business.
- 3.6 If any repayment instalments are not at the disposal of KfW when due, KfW may increase the rate of interest on arrears to the base rate plus 3 % p.a. for the period beginning with the due date and ending at the date at which such repayments are credited to the account of KfW specified in Article 3.10. The "Base Rate" is the interest rate disclosed by the Deutsche Bundesbank as base rate at the rate applicable on the relevant due date. In the case of interest arrears, KfW may claim damages. Such damages shall not exceed the amount arrived at if interest were charged on such interest arrears at the base rate prevailing at the due date plus 3 % p.a.
- 3.7 Commitment fee, interest, and any charges on arrears pursuant to Article 3.6 shall be computed on the basis of a 360-day year and 30-day months.
- 3.8 Undisbursed or prematurely repaid Loan amounts shall be credited in equal proportions against all outstanding repayment instalments unless KfW at its own discretion determines a different offsetting mode in a particular case, especially in the case of amounts of lesser volume.
- 3.9 KfW shall be entitled to credit, at its discretion, payments received against payments due under this Agreement or under other loan agreements concluded between KfW and the Borrower.
- 3.10 The Borrower shall, under exclusion of any set-off of counterclaims against such payments, remit all payments under this Agreement in Euro to the following account:

Recipient:	KfW
SWIFT-BIC:	KFWIDEFF
IBAN:	DE56 5002 0400 31 00 1203 08

#### 4. Suspension of Disbursement and Early Repayment

- 4.1 Subject to the fulfilment of its obligations under Article 7, the Borrower may at any time
- a) cancel any Loan amounts not yet disbursed, and

- b) repay the Loan in whole or in part in advance of maturity.

#### 4.2 KfW may not suspend disbursements unless

- a) the Borrower has failed to perform its obligations to KfW to make payments when due,
- b) obligations under this Agreement or under the Separate Agreement pertaining to this Agreement have been violated,
- c) the Borrower is unable to prove that the Loan amounts have been used for the stipulated purpose,
- d) the fulfilment of KfW's obligations under this Agreement violates applicable law, or
- e) extraordinary circumstances arise that preclude or seriously jeopardize the implementation, the operation, or the purpose of the Project, or the performance of the payment obligations assumed by the Borrower under this Agreement.

#### 4.3 If any of the situations specified in Article 4.2 a), b), c) or d) has occurred and has not been eliminated within a period determined by KfW, which shall, however, be at least 30 days, KfW may,

- a) in the cases specified in Article 4.2 a), b) or d), demand the immediate repayment of all outstanding Loan amounts as well as the payment of all interest accrued and any charges on arrears pursuant to Article 3.6;
- b) in the case specified in Article 4.2 c), demand the immediate repayment of such Loan amounts as the Borrower is unable to prove to have been used for the stipulated purpose.

### 5. Costs and Public Charges

- 5.1 The Borrower shall make all payments to be effected under this Agreement without any deduction for taxes, other public charges or other costs. In the event that the Borrower is obligated by law or for other reasons to make any such deductions or withholdings on payments, the Borrower will increase its payments by such amount as necessary for KfW to receive in full the amounts due under this Agreement after deduction of taxes and charges.

5.2 The Borrower shall pay the transfer and conversion costs accruing in connection with the disbursement and repayment of the Loan.

5.3 The Borrower shall bear all taxes and other public charges accruing outside the Federal Republic of Germany in connection with the conclusion and execution of this Agreement.

## 6. Validity of this Agreement and Representation

6.1 KfW is obligated to make disbursements under this Agreement only if the following conditions precedent have been fulfilled in a manner satisfactory to KfW in form and substance:

- a) The Borrower will have demonstrated to the satisfaction of KfW, by presenting a legal opinion the content of which is essentially in conformity with the specimen in Annex 2 (*Form of Legal Opinion of the Legal Adviser to the Borrower*) hereof and by presenting certified copies (each with an official translation into the language of this Agreement) of all documents to which such legal opinion refers, that this Agreement is legally effective and enforceable, in particular, that the Borrower has met all requirements under its constitutional law and other applicable legal provisions for the valid assumption of all its obligations under this Agreement,
- b) KfW is in possession of an original of this Agreement and the Separate Agreement, each signed with legally binding force.

6.2 The Minister for Finance and such persons as designated by him or her to KfW and authorized by specimen signatures authenticated by him or her shall represent the Borrower in the execution of this Agreement. The Minister of Energy and such persons as designated by him or her to KfW and authorized by specimen signatures authenticated by him or her shall represent the Republic of Ghana in the implementation of the Project. The power of representation shall not expire until its express revocation by the representative of the Borrower authorized at the time has been received by KfW.

6.3 Amendments or addenda to this Agreement and any notices and statements delivered by the contracting parties under this Agreement shall be in writing. Any such notice or statement shall have been received once it has arrived at the following address of the corresponding contracting party or at such other address of the corresponding contracting party as notified to the other contracting party:



For KfW:

KfW  
Postfach 11 11 41  
60046 Frankfurt am Main  
Federal Republic of Germany  
Fax: +49 69 7431-2944

For the Borrower

Ministry of Finance  
P.O. Box M40  
Ministries-Accra  
Republic of Ghana

## 7. The Project

7.1 The Borrower shall ensure that the Project Executing Unit shall

- a) prepare, implement, operate and maintain the Project in conformity with sound financial and engineering practices, in compliance with environmental and social standards and substantially in accordance with the Project conception agreed upon between the Borrower and KfW;
- b) assign the preparation and supervision of construction of the Project to independent, qualified consultants, and the implementation of the Project to qualified firms;
- c) at all times comply with the procurement provisions stipulated in the Separate Agreement including the respective procurement plan;
- d) ensure the full financing of the Project and, upon request of KfW, furnish to KfW and copy the Borrower, evidence proving that the costs not paid from this Loan are covered;
- e) maintain, or cause to be maintained, books and records unequivocally showing all costs of goods and services required for the Project and clearly identifying the goods and services financed;
- f) enable the representatives of KfW at any time to inspect said books and records and any and all other documentation relevant to the implementation and operation of the Project, and to visit the Project and all the installations related thereto;

- g) delegate parts of the implementation responsibility to the Energy Commission (EC) which is an agency under the ministry of Energy as further specified in the Separate Agreement;
- h) furnish to KfW and the Borrower any and all such information and reports on the Project and its further progress as KfW and Borrower may request;
- i) of its own accord promptly inform KfW of any and all circumstances that preclude or seriously jeopardize the implementation, the operation, or the purpose of the Project and
- j) without delay forward to KfW any queries received by the Borrower from the OECD or its members under the so-called "Agreement for Untied ODA Credits Transparency" following the award of the contracts for the supplies and services to be financed from the Loan and shall coordinate the reply to any such query with KfW.

7.2 The Borrower, the Project Executing Unit and KfW shall determine the details of Article 7.1 by the Separate Agreement.

7.3 For the transport of the goods to be financed the provisions of the Government Agreement, which are known to the Borrower, shall apply.

## 8. Publication and Transfer of Project-related Information

8.1 To comply with internationally accepted principles of utmost transparency and efficiency in the development cooperation, KfW publishes selected information (including results of environmental and social categorization and assessment as well as ex post evaluation reports) about the Project and its financing during pre-contractual negotiations, while the Project-related agreement(s) is (are) being implemented and in the post-contractual stage (hereinafter referred to as the "Entire Period").

The information is published regularly on KfW's website for its business area "KfW Development Bank" (<http://transparenz.kfw-entwicklungsbank.de/>).

The publication of information (either by KfW or third parties in accordance with Article 8.3 below) about the Project and its financing does not include any contractual documentation or any sensitive financial or business-related detailed information about the parties involved in the Project or its financing, such as

- a) information about internal financial data;
- b) business strategies;

- c) internal corporate guidelines and reports;
- d) personal data of natural persons;
- e) KfW's internal rating of the parties' financial position.

8.2 KfW shares selected information about the Project and its financing during the Entire Period with the entities mentioned below, particularly to ensure transparency and efficiency:

- a) subsidiaries of KfW;
- b) the Federal Republic of Germany and its competent bodies, authorities, institutions, agencies or entities;
- c) other implementing organisations involved in German bilateral development cooperation, particularly the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH;
- d) international organisations involved in collecting statistical data and their members, especially the Organisation for Economic Cooperation and Development (OECD), the Paris Club and their respective members (including, for the avoidance of doubt, the participants and observers of the Paris Club).

8.3 Furthermore, the Federal Republic of Germany has requested KfW to share selected information about the Project and its financing throughout the Entire Period with the following entities, which publish the sections relevant to the purpose:

- a) Federal Republic of Germany for the purposes of the International Aid Transparency Initiative (<https://www.bmz.de/de/ministerium/zahlen-fakten/internationale-transparenzstandards-59280>);
- b) Germany Trade & Invest (GTAI) for the purposes of market information (<https://www.gtai.de/gtai-de/trade>);
- c) OECD for the purpose of reporting financial flows in the framework of development cooperation (<http://stats.oecd.org/>);
- d) German Institute for Development Evaluation (DEVal) for the purposes of evaluating the overall German development cooperation to ensure transparency and efficiency (<http://www.deval.org/de/>).

- 8.4 KfW further reserves the right to transfer (including for the purposes of publication) information about the Project and its financing during the Entire Period to other third parties so as to safeguard legitimate interests.

The information is not transferred by KfW to other third parties if the legitimate interests of the Borrower in the information not being transferred outweigh KfW's interests in it being transferred. The legitimate interests of the Borrower particularly include the confidentiality of the sensitive information mentioned in Article 8.1, which is excluded from publication.

Furthermore, KfW is entitled to transfer information to third parties if this is necessary due to statutory or regulatory requirements or to assert or defend claims or other legal rights in court or administrative proceedings.

## 9. Miscellaneous Provisions

- 9.1 The Borrower undertakes to comply at all times with the obligations set out in the Annex 1 (*Compliance Covenants*).
- 9.2 If any of the provisions of this Agreement is invalid, all other provisions shall remain unaffected thereby. Any gap resulting therefrom shall be filled by a provision consistent with the purpose of this Agreement.
- 9.3 The Borrower may not assign or transfer, pledge or mortgage any claims from this Agreement.
- 9.4 All claims of KfW under this Agreement expire after five years from the end of the year in which any such claim has accrued and in which KfW has become aware of the circumstances constituting such claim or could have become aware of them without gross negligence.
- 9.5 This Agreement shall be governed by the law of the Federal Republic of Germany. The place of performance shall be Frankfurt am Main.
- 9.6 All disputes arising out of or in connection with the present Agreement shall be settled exclusively and finally by an arbitration tribunal. In this regard, the following will apply:
- a) The arbitration tribunal will consist of one or three arbitrators who will be appointed and will act in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) applicable from time to time.
  - b) The arbitration proceedings will be conducted in Frankfurt am Main. The proceedings will be held in the English language. Notwithstanding the foregoing, the arbitration proceedings may be convened at any other place the parties consider appropriate, to hold a hearing for oral arguments, to

examine witnesses or to hear experts or the parties, to pursue deliberations amongst its members, to inspect objects, or to review documents.

Done in two originals in the English language.

Frankfurt am Main, [date] \_\_\_\_\_

**KfW**

\_\_\_\_\_  
[signature]

Name:  
Title:

\_\_\_\_\_  
[signature]

Name:  
Title:

\_\_\_\_\_  
[place, date]

**Republic of Ghana**

represented by the Ministry of Finance

\_\_\_\_\_  
[signature]

Name:  
Title:

Annex

Annex 1: Compliance Covenants

Annex 2: Form of Legal Opinion of the Legal Adviser to the Borrower

Annex 1: Compliance Covenants1. DEFINITIONS

**Coercive Practice:** the impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influence improperly the actions of a person.

**Collusive Practice:** an arrangement between two or more persons designed to achieve an improper purpose, including to influence improperly the actions of another person.

**Corrupt Practice:** the promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

**Fraudulent Practice:** any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

**Obstructive Practice:** (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any person to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

**Person:** any natural person, legal entity, partnership or unincorporated association.

**Sanctionable Practice:** any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein), which (i) is unlawful under German or other applicable law, and (ii) which has, or potentially could have, a material legal or reputational effect on this Agreement between the Borrower and KfW or its implementation.

**Sanctions:** the economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.

**Sanctioning Body:** any of the United Nations Security Council, the European Union and the Federal Republic of Germany.

**Sanctions List:** any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

## 2. INFORMATION UNDERTAKING

The Borrower shall

- a) promptly make available to KfW on demand all relevant "know your customer" or similar information about the Borrower as KfW may request;
- b) promptly furnish to KfW on demand all Project-related information and documents of the Borrower and its (sub)contracting and other related parties which KfW requires to fulfil its obligations to prevent any Sanctionable Practice, money laundering and/or terrorism financing as well as for the continuous monitoring of the business relationship with the Borrower which is necessary for this purpose;
- c) inform KfW, promptly and of its own accord, as soon as it becomes aware of, or suspects, any Sanctionable Practice, act of money laundering and/or terrorism financing related to the Project;
- d) furnish to KfW any and all such information and reports on the Project and its further progress as KfW may request for the purposes of this Annex; and
- e) enable KfW and its agents at any time to inspect all other Project-related documentation of the Borrower and its (sub)contracting and other related parties, and to visit the Project and all installations related thereto for the purposes of this Annex.

## 3. REPRESENTATION AND WARRANTY

- 3.1 With regard to German law or the law of the country of the Borrower, the Borrower represents and warrants that none of the Persons acting in relation to the project on the Borrower's behalf has committed or is engaged in any Sanctionable Practice, money laundering or financing of terrorism.
- 3.2 The representation and warranty set forth in this Article is made for the first time by execution of this Agreement. It will be deemed to be repeated upon each drawing of the Loan and on each interest payment date, in each case by reference to the circumstances prevailing at that date.

#### 4. POSITIVE UNDERTAKING

The Borrower undertakes as soon as the Borrower or KfW becomes aware of, or suspects, any Sanctionable Practice, act of money laundering or financing of terrorism, to fully cooperate with KfW and its agents, in determining whether such compliance incident has occurred. In particular, the Borrower shall respond promptly and in reasonable detail to any notice from KfW and shall furnish documentary support for such response upon KfW's request.

#### 5. NEGATIVE UNDERTAKING

The Borrower will not enter into any transactions or engage in any other activities in relation to the Project that would constitute a breach of Sanctions.



Annex 2: Form of Legal Opinion of the Legal Adviser to the Borrower

*Note: Please amend "Republic of COUNTRY"/"COUNTRY" appropriately.*

*[Letterhead of Legal Adviser]*

KfW  
 Department [\_\_\_\_\_] \_\_\_\_\_ (date)  
 Attn: [\_\_\_\_\_] \_\_\_\_\_  
 Palmengartenstrasse 5 - 9  
 Postfach 11 11 41  
 60325 Frankfurt am Main/Germany

Federal Republic of Germany

Loan Agreement dated \_\_\_\_\_ and made between KfW and  
 [\_\_\_\_\_] ("Borrower") for an amount not exceeding in aggregate  
 EUR \_\_\_\_\_.000.000,--.

Dear Sir or Madam,

I am [Minister of Justice of] [legal adviser to] [head of the legal department of the  
 \_\_\_\_\_ (please specify ministry or other authority) of] the Republic of  
 COUNTRY. I have acted in that capacity in connection with a loan agreement, dated \_\_\_\_\_  
 (the "Loan Agreement"), and made between the Borrower and yourselves with respect to a  
 loan to be granted by yourselves to the Borrower in an amount not exceeding in aggregate  
 EUR \_\_\_\_\_.000.000,--.

1. Documents examined

I have examined:

- 1.1 an authentic signed original of the Loan Agreement;
- 1.2 the constitutional documents of the Borrower, in particular:
- (a) the Constitution of the Republic of COUNTRY, dated \_\_\_\_\_, duly published in \_\_\_\_\_, No \_\_\_\_\_, page \_\_\_\_\_, as amended;
  - (b) Law(s) No \_\_\_\_\_ dated \_\_\_\_\_, duly published in \_\_\_\_\_, No \_\_\_\_\_, page \_\_\_\_\_, as amended [*please insert here, if existing, laws (e.g. budget laws) concerning the borrowing of money by the Republic of COUNTRY*];
  - (c) \_\_\_\_\_ [*please refer here to other documents, e.g. decrees or resolutions by governmental or administrative bodies of COUNTRY relating to the conclusion of loan agreements by COUNTRY in general or with regard to the conclusion of the Loan Agreement*]; and
  - (d) the Financial Cooperation Agreement (if applicable) between the Government of the Republic of COUNTRY and the Government of the Federal Republic of Germany dated \_\_\_\_\_ (the "Government Agreement")

and such other laws, regulations, certificates, records, registrations and documents as I have deemed necessary or desirable to examine. In addition, I have made such investigations as I have deemed necessary or desirable for the purpose of giving this opinion.

2. Opinion

For the purposes of Article \_\_\_\_\_ of the Loan Agreement, I am of the opinion that under the laws of the Republic of COUNTRY at the date hereof:

- 2.1 According to Article \_\_\_\_\_ of the Constitution / Article \_\_\_\_\_ of the law on \_\_\_\_\_ [*please specify as appropriate*] the Borrower is entitled to enter into the Loan Agreement and has taken all necessary action to authorise the execution, delivery and performance of the Loan Agreement, in particular by virtue of:
- (a) Law(s) No(s) \_\_\_\_\_ dated \_\_\_\_\_ of the parliament of the Republic of COUNTRY, ratifying the Loan Agreement / approving the execution, delivery and performance of the Loan Agreement by the Borrower / \_\_\_\_\_ [*please insert as appropriate*];
  - (b) Resolution(s) No(s) \_\_\_\_\_ dated \_\_\_\_\_ of the Cabinet of Ministers / of the state loan committee / \_\_\_\_\_ [*please insert governmental or administrative bodies of COUNTRY as appropriate*];
  - (c) \_\_\_\_\_ [*please refer to other resolutions, decisions etc.*].
- 2.2 Ms./Mr. \_\_\_\_\_ (and Ms./Mr. \_\_\_\_\_) is (are) duly authorised by \_\_\_\_\_ [*e.g. by law due to her / his position (as*

Minister of \_\_\_\_\_ / as \_\_\_\_\_), by government resolution \_\_\_\_\_, by power of attorney of \_\_\_\_\_ dated \_\_\_\_\_, etc.] to sign solely / jointly the Loan Agreement on behalf of the Borrower. The Loan Agreement as signed by Ms./Mr. \_\_\_\_\_ (and Ms./Mr. \_\_\_\_\_) has been duly executed on behalf of the Borrower and constitutes legally binding obligations of the Borrower enforceable against it at law in accordance with its terms.

*[Alternative 1 for Section 2.3, to be used if in addition to the documents specified in Section 2.1 and 2.2 certain official authorisations etc. must be obtained under the laws of the Republic of COUNTRY:]*

2.3 For the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein), the following official approvals, authorisations, licenses, registrations and / or consents have been obtained and are in full force and effect:

- (a) Approval of the \_\_\_\_\_ [Central Bank / National Bank / \_\_\_\_\_], dated \_\_\_\_\_, No \_\_\_\_\_;
- (b) Consent of the \_\_\_\_\_ [Minister / Ministry of \_\_\_\_\_], dated \_\_\_\_\_, No \_\_\_\_\_; and
- (c) \_\_\_\_\_ [please list any other official authorisations, licenses and / or consents].

No other official authorisations, consents, licenses, registrations and / or approvals of any governmental authority or agency (including the Central / National Bank of the Republic of COUNTRY) or court are required or advisable in connection with the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein) and the validity and enforceability of the Borrower's obligations under the Loan Agreement.

*[Alternative 2 for Section 2.3, to be used only if in addition to the documents specified in Section 2.1 and 2.2 no official authorisations etc. must be obtained under the laws of the Republic of COUNTRY:]*

2.3 No official authorisations, consents, licenses, registrations and / or approvals of any governmental authority or agency (including the Central / National Bank of the Republic of COUNTRY) or court are required or advisable in connection with the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein) and the validity and enforceability of the Borrower's obligations under the Loan Agreement.

2.4 No stamp tax or similar tax or duty has to be paid in connection with the validity or enforceability of the Loan Agreement.

2.5 The choice of German law to govern the Loan Agreement and the submission to arbitration in accordance with Article \_\_\_\_\_ of the Loan Agreement are valid and binding. Arbitration awards against the Borrower will be recognised and enforceable in the Republic of COUNTRY according to the following rules: \_\_\_\_\_ [please insert applicable treaty (if any), e.g. the 1958 New

*York Convention, and / or the basic principles regarding recognition and enforcement of arbitration awards in COUNTRY].*

- 2.6 The courts of the Republic of *COUNTRY* are at liberty to give judgment de-nominated in the currency or currencies specified in the Loan Agreement.
  
- 2.7 The borrowing by the Borrower under the Loan Agreement and the execution and performance by the Borrower of the Loan Agreement constitute private and commercial acts and not governmental or public acts. Neither the Borrower nor any of its property has any right of immunity from arbitration, suit, execution, attachment or other legal process.
  
- 2.8 The Government Agreement is in full force and effect under the constitution and laws of the Republic of *COUNTRY*. [Pursuant to Article 3. of the Government Agreement] *[If the Government Agreement has not entered into force or no Government Agreement is foreseen but a double-taxation agreement does exist]* Pursuant to the \_\_\_\_\_ *[please specify treaty or applicable laws and regulations]* / the Borrower will not be required to make any deduction or withholding from any payment the Borrower has to make under the Loan Agreement and should any such deduction or withholding be subsequently imposed, the provisions of Article \_\_\_\_\_ of the Loan Agreement shall operate so as to require the Borrower to indemnify KfW accordingly.
  
- 2.9 KfW is not and will not be deemed to be resident, domiciled, carrying on business or be subject to taxation in the Republic of *COUNTRY* by reason only of the execution, performance or enforcement of the Loan Agreement. It is not necessary or advisable that KfW be licensed, qualified or otherwise entitled to carry on business or that KfW appoints agents or representatives in the Republic of *COUNTRY*.

Consequently, the obligations of the Borrower under the Loan Agreement constitute direct and unconditional, legal, valid and binding obligations of the Borrower which are enforceable against the Borrower in accordance with their respective terms.

This legal opinion is limited to the laws of the Republic of *COUNTRY*.

\_\_\_\_\_  
(Place) (Date)

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

Enclosures:

Note: Please attach certified photocopies of the documents and legal provisions referred to above (with respect to lengthy laws or the Constitution of the Republic of *COUNTRY*, a copy of the relevant provisions would be sufficient) and also provide KfW with an official English or German translation of each of the above documents unless such document is issued in English or German as an official language or unless KfW has indicated that another language is satisfactory.

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Republic of Ghana

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Date of last signature: \_\_\_\_\_

» German Financial Cooperation with Ghana  
Government Goes Solar (GGS) EUR 30 million (Loan) – BMZ No.: 2018 65 104  
EUR 2.5 million (Grant) – BMZ No.: 2017 68 761  
Separate Agreement to the Loan Agreement dated \_\_\_\_\_ 2022 and to the  
Grant Agreement dated 16 December 2020

Dear Sir or Madam,

Reference is made to the aforementioned Loan Agreement entered into between the Republic of Ghana represented by the Ministry of Finance (MoF) (the "Borrower") and KfW ("KfW") dated \_\_\_\_\_ 2022 ("Loan Agreement") and to the Grant Agreement entered into between the Republic of Ghana represented by the MoF ("Recipient") and KfW dated 16 December 2020 ("Grant Agreement") (together the "Agreements").

The Ministry of Energy (MoEn) ("Project Executing Unit" or "PEU") acknowledges that it has received a copy of both Agreements, confirms that it is familiar with the terms of both Agreements and herewith agrees to both Agreements. In particular, the MoEn acknowledges its roles in acting as PEU in relation to the project "Government Goes Solar" (GGS) ("Project") and their rights and obligations as PEU under the Loan and the Grant Agreement as further specified herein.

In accordance with the Loan and the Grant Agreement the following shall be determined by this Separate Agreement ("Separate Agreement"):

Pursuant to Article 1.2 of the Agreements:

the details of the Project as well as the services, works, plant and goods to be financed from the Loan and the Grant;

Pursuant to Article 2.1 of the Loan Agreement and Article 3.1 of the Grant Agreement:

the disbursement procedure, in particular the evidence proving that the disbursed Loan and Grant amounts are used for the stipulated purpose;

Pursuant to Article 7.2 of the Loan Agreement:

the details pertaining to Article 8.1 (Project Implementation); Pursuant to Article 7.2

of the Grant Agreement:

the details pertaining to Article 7.1 (Expert Services).

We propose that the following be agreed upon:

## 1 Project Design

### 1.1 Details of the Project

The Project concerns the installation of distributed solar photovoltaic (PV) systems (rooftop, car ports and possibly ground-mounted) for 36 public institutions with an estimated total generation capacity of 22 MW<sub>p</sub>. The purpose of the Project is that these solar PV systems contribute to the climate-friendly and cost-effective coverage of the electricity demand of the selected Ministries, Departments and Agencies (MDAs). This is to contribute to the achievement of Ghana's climate goals, the financial recovery of the energy sector and sustainable and inclusive economic development, in complementarity to the Reform and Investment Partnership between the Government of the Republic of Ghana and the Government of the Federal Republic of Germany in the energy sector. The criteria for reaching these objectives, the Project results, and the required Project activities as well as the assumptions underlying the Project purpose and the Project results are contained in Annex 1 (Results Matrix).

The design of the Project is based on the draft final report "Feasibility Study on the Government Goes Solar Initiative" (dated 15 April 2022) and the corresponding interim report (dated 21 January 2022) by Economic Consulting Associates Ltd. (ECA) and sub-consultants Energynautics and KITE, both available to KfW, the Borrower and the PEU, and on the agreements made between KfW, the Borrower and the PEU during the local Project appraisal mission in April 2022 (Minutes of Meeting dated 08 June 2022).

The Project includes all construction measures, environmental and social impact assessment, and mitigation measures as well as services to support the implementation and monitoring of the Project.

The following Project activities shall be financed from the Loan:

#### Engineering, Procurement and Construction (EPC) contracts:

- Design, installation and connection to Ghana's national grid of distributed solar PV systems for 36 MDAs with an estimated total generation capacity of 22 MW<sub>p</sub>;
- Installation of a digital monitoring system and related meteorological stations for remote monitoring of the solar PV systems;
- Operation and maintenance (O&M) of the PV systems for the initial two years after physical completion and commissioning of the Project;
- Basic on-the-job trainings for the relevant stakeholders (MoEn, Energy Commission (EC), the public energy utilities the Electricity Company of Ghana (ECG) and the

Northern Electricity Distribution Company (NEDCo) ("Utility Companies")) in design, construction and installation of solar PV systems during the construction phase:

- Basic on-the-job trainings for the relevant stakeholders (MoEn, EC, Utility Companies, MDAs) in O&M.

Support of the Project Implementation Unit (PIU):

- To ensure a quick Project implementation, the PEU will set up a PIU, comprising two staff members each from the MoEn and the EC. The PIU must fulfil the roles and obligations as stipulated in the agreement. In case of unsatisfactory services, the staff shall be exchanged.
- In addition to the counterpart contribution, funds from the Loan will also be made available for Project management support covering operating expenses such as staff salaries, vehicles, vehicle running costs and travel costs. In case of unsatisfactory services, KfW shall have the right to refuse disbursement covering the operating expenses as stipulated here above.
- A detailed budget proposal shall be prepared by the MoEn and submitted to the MoF and KfW for approval. Key staff shall be hired on the basis of Terms of References identifying needed qualifications to fill the required positions. KfW shall be informed about the recruitment process and shall receive the signed work contracts (minimum 1 year).

Seed fund for the O&M account:

- To finance the long-term O&M, a specific O&M account shall be set up and administered by the EC. The EC shall include annual costs for O&M in its budget planning to the MoF, who, after revisions, will allocate the funding for O&M needs (see Section 2.6 of this Agreement).
- The seed fund from the Loan is meant to be used in the first five years for contingencies or delays in budget allocation. This will enable the EC to better estimate the funds needed for contingencies, to include the corresponding costs in its budget planning and to build up its own reserve. The disbursement of the seed fund is conditional on the first deposit via the EC budget (see implementation agreement in Section 2.5).

A list of the 36 MDAs currently selected can be found in Annex 9. The inclusion of further buildings on the list will be dependent on a feasibility study and require KfW's prior consent.

Before the EPC contractors create detailed designs for the solar PV systems, the technical suitability of the respective roofs needs to be confirmed and prior repair works shall be the responsibility of each MDA. In case some roofs are found to need major technical interventions, there shall be a case-by-case decision as to whether these roofs can be included in the Project. Asbestos roofs are excluded from the Project.

Excess electricity generated by the solar PV systems and fed into the grid shall be measured and remunerated under the Net Metering Scheme by the Government of Ghana.



The current regulatory limit of 1 MW<sub>p</sub> for distributed solar PV systems will not apply for the PV systems under this Project. Furthermore, a waiver of the envisioned feed-in limit of 100 kW<sub>p</sub> under the Net Metering Scheme shall be considered by the EC, the Public Utilities Regulatory Commission and the Utility Companies for the Project.

The following Accompanying Measure (AM) shall be financed from the Grant:

Management and Implementation Consultant (MIC):

- The MIC will support the PIU in conceptual work, Project management and construction supervision. In addition, the MIC will provide training for the relevant stakeholders (MoEn, EC, Utility Companies, MDAs). The tasks of the MIC are further defined in Section 2.1.3.
- Preparations for a potential second phase of the Project may be financed from undisbursed portions of the Grant subject to the mid-term review outcome of phase 1 and approval by the parties.

Tender Agent:

- The PEU will be supported by a Tender Agent in selecting and contracting the MIC. The main tasks of the Tender Agent include but are not limited to:
  - (i) Organising a two-step international tender process
  - (ii) Step 1: Prequalification and shortlisting of suitable MIC applicants
  - (iii) Step 2: Collecting Requests for Proposal (tendering phase)
  - (iv) Evaluation of technical and financial bids
  - (v) Contract negotiations and conclusion of contract

## 1.2 Time Schedule

The Project shall be implemented in the years 2023 – 2027. The underlying time schedule for the preparation, implementation and operation of the Project is contained in Annex 2 (Time Schedule).

## 1.3 Total Cost and Financing

The estimated total Project cost (the "Total Cost") underlying the Project appraisal is approximately EUR 40 million. The Loan amount is EUR 30 million. The Grant amount for the AM is EUR 2.5 million. The minimum counterpart funding by the Government of Ghana is estimated at EUR 7.5 million and covers the costs of setting up the PIU, including operational expenses, taxes and duties on services and supplies within the Project, deposits to the designated O&M account, and costs for implementing measures to deal with environmental and social impacts, especially occupational health and safety measures. The composition of Total Costs and the financing plan are contained in Annex 3 (Total Cost and Financing) and Annex 4 (Disbursement Procedure).

## 1.4 Changes in the Project Design

Any major changes in the Project design (as set out above) shall require KfW's prior consent. The PEU shall inform KfW thereof immediately, stating the reasons, the planned measures, and the consequences of the change (including on Total Cost). Execution of such measures may commence only on the basis of revised planning and upon KfW's written consent.

## 2 Project Implementation

### 2.1 Responsibilities

2.1.1 The MoEn as PEU will be responsible and liable for the overall implementation and the long-term sustainability of the Project. The tasks of the PEU, to be fulfilled by experienced staff, are related with the overall Project monitoring, and may be subsumed as follows:

- (i) Overall Project monitoring;
- (ii) Financial management;
- (iii) Implementation of all tenders, ensuring compliance with national regulations and KfW Procurement Guidelines as well as Environmental and Social Safeguard Guidelines;
- (iv) Overall contract management for all contracts that are signed under this Project;
- (v) Overall communication and reporting to KfW;
- (vi) Ensure long term O&M of the solar PV systems;
- (vii) Coordination and cooperation with national entities and national/international projects (when required).

The main task of the PEU is to ensure Project implementation as follows:

- (i) Project management:
  - o Short- and long-term planning;
  - o Supervision of implementation of Project activities;
  - o Coordination and management of own resources and consultants as well as procurement of corresponding services;
  - o Communication regarding Project implementation with all relevant Project participants;
  - o Operational communication with all relevant Project stakeholders and beneficiaries;
  - o Conclusion of Legal Agreements with the MDAs to ensure operation and maintenance of the systems (see Article 2.1.6);
  - o Conclusion of Legal Agreements with the Utility Companies to ensure installation of the Net-Meters (see Article 2.1.6);
  - o Conclusion of management agreement with the EC;

- Monitor and report on the achievement of the Project Objectives.
- (ii) Financial management:
  - Preparation of withdrawal applications;
  - Regular update of the Financial Model for the Project;
  - Checking of all documents and payment certificates.
- (iii) Procurement and contract management for Consulting Services as well as Goods and Works:
  - Management of all procurement procedures;
  - Coordinating activities, preparation, validation and update of the procurement plan;
  - Preparation and checking of tender documents (technical specifications, drawings);
  - Evaluation of tenders;
  - Preparation of contract documents with the EPC contractors;
  - Contract works and services;
  - Management of contracts as the Employer (including construction and site supervision) according to the FIDIC Yellow Book;
  - Assume the role of the client during construction, approve variation orders and seek No-Objection wherever required.
- (iv) Monitoring, evaluation, and reporting:
  - Quarterly progress reports regarding implementation, indicator achievements and risks to the Project including E&S risks.
- (v) Coordination and cooperation with the relevant stakeholders and Utility Companies:
  - Ensure coordination, cooperation and approvals with and between the relevant stakeholders with regard to the implementation of the Project;
  - Ensure coordination, cooperation and approvals with MDAs and Utility Companies with regard to supporting measures for institutional strengthening and training related to operation and maintenance of the systems.
- (vi) Coordination, cooperation and participation with the target group (e.g. MDA employees, students, construction workers etc.):
  - Conducting public awareness campaigns and COVID-19 related hygiene campaigns, if required;
  - Ensure coordination, cooperation and participation with the population affected by the Project with regards to construction, operation and maintenance;
- (vii) Environmental and Social Management for the overall Project (see also Section 2.3):
  - Implementation of the Environmental and Social Management Plan (ESMP) and supervision of the contractors' ESMP (C-ESMP);
  - Development and implementation of a grievance mechanism for the wider community, the affected communities (e.g. MDA employees, students, etc.) and also the workers during implementation as well as operation and maintenance.;

- o Assure Operational Health and Safety (OHS) during implementation and operation of the Project;
- o Registration with Environmental Protection Agency (EPA) and acquisition of environmental permit prior to commencing the Project.

2.1.2 The PEU will delegate specific parts of the implementation to the EC. The EC on behalf of the PEU will be responsible for the supervision, coordination, and enforcement of the O&M during the Project implementation phase and afterwards. In addition, the EC will be responsible for the central digital monitoring of the solar PV systems. The PEU will hand over all spare parts to the EC after the EPC O&M phase. The PEU shall ensure a close and smooth cooperation with the EC during the preparation and implementation of the Project and that the aspects of the Project that are essential for its operation are determined by a common agreement. The signature of a Management Agreement will formalise the roles and responsibilities among the MoEn and the EC (see implementation agreement in [Section 2.5](#)).

2.1.3 The PEU shall engage a consultant to support the PEU during the implementation of the Project (the "Management and Implementation Consultant" or "MIC"). The MIC shall support the PEU in

Conceptual Work:

- (i) Reviewing the proposed Project design submitted in order to allow a technically sound implementation of the Project;
- (ii) Exploring the possibility of introducing PV diesel hybrid systems / battery systems;
- (iii) Setting-up the institutional structure for the Project and elaborating a Project Manual;
- (iv) Elaborating the Legal Agreements with the MDAs as well as Utility Companies;
- (v) Developing an incentive mechanism for the selected MDAs, e.g. financial participation in cost savings, public appreciations of successful installations;
- (vi) Developing the long-term O&M arrangement;

Marketing and Public Relations Activities:

- (vii) Undertaking communications, knowledge and marketing activities

Project Management:

- (viii) Project, financial and quality management throughout all stages of the implementation phase;
- (ix) Developing a procurement strategy including the integration of local content requirements and implementing the Tender Process for the EPC contractors (as defined in the "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries" attached in Annex 5 (the "Procurement Guidelines")) in compliance with (i) the Procurement Guidelines and (ii) the environmental and social standards as set out in [Section 2.3](#);

- (x) Supervising the implementation of the Project Manual and coordinating between the Project stakeholders;
- (xi) Implementing the long-term O&M arrangement;
- (xii) Contractual and disbursement procedures;
- (xiii) Supervising the duly use of funds including the management of a disposition fund to cover operational expenses;
- (xiv) Overall Environmental and Social Management and ESHS management as laid out above;
- (xv) Reporting requirements;

Construction Supervision:

- (xvi) Supervising and taking-over the investment measures until end of the defects liability period;
- (xvii) (De-)commissioning, test and trial operation, performance test etc.;

Trainings:

- (xviii) Advising on needed trainings;
- (xix) Project management training for MoEn and EC staff;
- (xx) Training on the design, simulation and grid integration of PV systems as well as on quality control for MoEn, EC and Utility Companies;
- (xxi) Based on the training of the EPC contractors, further training on operation and maintenance of the PV systems for MoEn, EC, Utility Companies and MDAs;
- (xxii) Operational, health and safety trainings, including electrical safety;
- (xxiii) Training of EC staff in the use of the remote digital monitoring system and corresponding data analysis;
- (xxiv) Development of short courses on renewable energies in close cooperation with participating universities;

Other Activities:

- (xxv) Undertaking feasibility studies of further buildings to be included in this Project or in a Second Phase;
- (xxvi) Raising awareness among policy makers about the use and benefits of renewable energies.

The detailed Terms of Reference for the MIC will be jointly developed by MoEn, EC and KfW. Given the spread locations of the MDAs and the involvement of various stakeholders in the Project, it is recommended that a strong local presence of the MIC shall be included in the Terms of Reference.

2.1.4 The PEU shall cooperate with the selected MDAs and the Utility Companies in the implementation and operation of the Project. The Utility Companies ECG and NEDCo will be responsible for the grid integration of the solar PV systems, including installation of bidirectional smart meters ("Net-Meters"), quality controls and acceptance of the systems as well as upgrading of grid infrastructure (e.g. transformers), if needed. The respective

Utility Companies will become the legal owner of the Net-Meters to be financed by this Project and will be responsible for the O&M of the Net-Meters. The MDAs will become the legal owners of the solar PV systems at the end of the EPC O&M phase as well as any equipment for O&M thereafter to be financed in the frame of the Project. The MDAs shall be responsible for basic O&M of the solar PV systems (e.g. regular cleaning of solar PV modules).

2.1.5 The PEU shall ensure that the MDAs and the Utility Companies cooperate closely during the preparation, implementation, commissioning, taking-over of the Project. Furthermore, the PEU shall ensure that the MDAs and the Utility Companies harmonise own investment plans (including investments to be financed by other donors) closely with this Project and that they fulfil the reporting and other obligations until the end of the reporting period.

2.1.6 The PEU shall sign Legal Agreements with the Utility Companies as well as with the MDAs to formalise roles and responsibilities. KfW will receive these Legal Agreements for No-Objection prior to their signature. The signed Legal Agreements will be condition precedent to KfW's No-Objection to signing the EPC contract for goods and works (see implementation agreements in [Section 2.5](#)).

The Legal Agreements between the PEU and the MDAs will include (amongst others):

- (i) Definition of the roles and responsibilities during the construction phase and commissioning phase;
- (ii) Clear agreements for the basic O&M of the systems by the MDAs and additional support by an external service provider;
- (iii) Estimations of the cost savings through the systems installed;
- (iv) Personnel and capacities; and
- (v) Any other potential collaboration e.g. students involvement.

The Legal Agreements between the PEU and the Utility Companies will include (amongst others):

- (i) Definition of the roles and responsibilities during the construction and commissioning phase;
- (ii) Clear agreements for the O&M of the Net-Meters; and
- (iii) Personnel and capacities.

2.1.7 The PEU shall ensure that the EC, the Utility Companies and the MDAs undertake to comply at all times with the Compliance Covenants (Annex 1 of the Loan Agreement).

2.1.8 The PEU shall ensure that all relevant Government agencies issue the necessary construction permits and legal licensing in due time allowing for smooth Project implementation.

2.1.9 The PEU with support by the MIC will elaborate a Project Manual in which the exact roles and responsibilities of all Project stakeholders are clearly laid out. The Project Manual will be condition precedent to KfW's No-Objection to signing the EPC contracts for goods and works (see implementation agreement in Section 2.5).

## 2.2 Time, Cost and Financing Schedule

2.2.1 The detailed time, cost, and financing schedule for the proper technical and financial implementation of the Project shall be prepared by the PEU without undue delay in cooperation with the MIC and submitted to KfW. Such schedule shall contain, by deadlines and amounts, the intended chronological interrelation of the Project activities and the corresponding financial requirements. If any deviation from such schedule becomes necessary during the implementation of the Project, KfW shall be furnished with a revised schedule and be subject to KfW's consent to the extent required according to Section 1.4.

## 2.3 Environmental, Social and Health & Safety Compliance

2.3.1 The PEU shall at all times carry out its business and operations in compliance with all applicable national environmental, occupational health & safety and social laws and regulations.

2.3.2 The PEU shall be responsible for the preparation, implementation and operation of the Project in compliance with World Bank environmental and social standards and the World Bank Group General and sector-specific EHS Guidelines.

In particular, the PEU shall

- a) ensure that the measures and actions as set out in the Environmental and Social Commitment Plan (ESCP) as well as in the Environmental and Social Management Plan (ESMP) for the Project as submitted to KfW for No-Objection are implemented diligently and completely.
- b) ensure that – after KfW's No-Objection – the agreed environmental and social documents (ESCP and ESMP) but at least an easy to understand summary of the main environmental and social findings and mitigation measures including the stakeholder engagement process (e.g. Non-Technical Summary) as well as any additionally agreed environmental and social actions of interest for the public (e.g. particular items of the ESCP) are made publicly available in the Project area as soon as reasonably practicable, in an accessible and culturally appropriate manner, for an adequate time to allow Project affected people to voice concerns and suggestions, and if appropriate, are disclosed on the PEU's website.

2.3.3 Details on implementation requirements and agreements are given in the agreed Environmental and Social Commitment Plan (ESCP) in Annex 6. The implementation of the ESCP has to be monitored and reported as part of the regular project monitoring

requirements (see Annex 8). The ESCP will be reviewed regularly and amended as required in agreement between KfW, the Borrower and the PEU.

2.3.4 The PEU shall comply with the Fundamental Conventions of the International Labour Organization (ILO).

2.3.5 The PEU shall ensure that occupational and public health and safety provisions are consistent with national requirements and international good practice standards, and put forward to contractors, subcontractors, and to suppliers, in particular those for major supply items.

2.3.6 The PEU shall develop and implement a grievance mechanism satisfactory to KfW, which is accessible to the general public and in particular to Project affected persons, and to the workforce engaged in Project implementation.

2.4 Procurement and Contractual Provisions

2.4.1 All Tender Processes as defined in the “*Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries*” dated January 2021 attached in Annex 5 (the “Procurement Guidelines”) to be conducted for any contract financed under the Agreements shall at all time follow:

- a) the Procurement Guidelines; and
- b) the procurement plan attached in Annex 7 as amended or restated from time to time in agreement with KfW (the “Procurement Plan”),

unless otherwise agreed between KfW and the PEU in writing.

Article 1.6.2 of the Procurement Guidelines requires the preparation of a procurement plan in the form of Appendix 2 of the Procurement Guidelines which identifies the respective Tender Processes (as defined in the Procurement Guidelines) for all contracts financed under the Agreements.

The Procurement Plan shall (i) cover the entire lifetime of the Project and (ii) shall in its initial version provide details for at least the initial 18 months as of the date of the Loan Agreement. The Procurement Plan shall be reviewed and, if necessary, revised thereafter annually and, in case of a revision, such revised version shall be submitted promptly to KfW for No-Objection (as defined in the Procurement Guidelines).

2.4.2 The PEU shall provide KfW with the relevant documents and information necessary for KfW’s monitoring and review of the Tender Process as outlined in Chapter 1.6 of the Procurement Guidelines with the following thresholds agreed:

	Financial Thresholds	Financial Thresholds	
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Procurement Method	Goods (Supplies), Works and Associated Services	Consultancy Services	Review Procedure
<u>International (public) Competitive Bidding (ICB)</u>	Above EUR 1,000,000 for Goods (Supplies)  Above EUR 5,000,000 for Works	Above EUR 200,000	For all ICB tenders, KfW Full/Prior review incl. No-Objections for tender documents, evaluation reports and draft contracts is required.
<u>National Competitive Bidding (NCB)</u>	Up to EUR 1,000,000 for Goods (Supplies)  Up to EUR 5,000,000 for Works	Up to EUR 200,000	For all NCB tenders above EUR 200,000 for Consulting and above EUR 1,000,000 for Goods (Supplies) and above EUR 5,000,000 for Works, a separate prior KfW No-Objection for the deviating tender method is required and then a KfW Full/Prior review will follow.  Tenders financed under the disposition fund:  Ex-post review by Auditor for tenders up to EUR 200,000 for Consulting and up to EUR 500,000 for Goods (Supplies) and Works. KfW Full/Prior review for the first procurement for each type (Consulting, Goods (Supplies) and Works) is required. Respective templates shall be created during these first tender processes. The following tender processes shall be conducted in close cooperation with the MIC.
<u>Direct Award (DA)</u>	Up to EUR 20,000	Up to EUR 20,000	For all Direct Awards above EUR 20,000 a separate prior KfW No-Objection for the deviating tender method is required.  Ex-post review by Auditor for tenders up to EUR 20,000. The justification for the DA to be documented.

2.4.3 In any case, a Procurement Method with a higher level of competition than requested as in section 2.4.2 may be applied at the discretion of the PEU. Any deviation from above mentioned procedures and thresholds with a lower level of competition are permitted in exceptional cases only as specified in the KfW Procurement Guidelines; such deviations need to be justified and requested in the Procurement Plan by the PEU and will need no-objection of KfW. For Ex-Post review, PEU has to document suitability of the

supplier for providing the required goods and services as well as the technical and financial appropriateness of the offer.

2.4.4 Procurement procedures with volumes below EUR 200,000 for Consulting and below EUR 500,000 for Goods (Supplies) and Works. ("small-scale procurements") financed from the disposition fund will be handled exclusively by the PEU in close cooperation with the MIC. At least for the first tendering of each procurement type (Consulting, Goods (Supplies) and Works), KfW's No-Objection will be required at every stage of the tendering process (pre-qualification documents, if any), tender documents, evaluation reports, draft contract, subsequent amendments to contracts). Respective templates shall be created during these first tender processes. The following tender processes shall be conducted in close cooperation with the MIC. Small-scale procurements will be subject to an annual audit; its objective will be to certify that all procurement procedures have been in line with these stipulations and KfW's Procurement Guidelines. The procurement procedures have to be based on standard templates of tender documents and contracts that have been non-objected by KfW prior to the first procurement of each type of procurement. If the PEU uses tender documents other than KfW's standard tender documents, they have to ensure compliance with the provisions of the Guidelines in particular as per Article 1.5 and the general requirements included in Appendix 5.

2.4.5 The PEU shall assign an external auditor / practitioner to examine annually whether the disposition fund has been managed properly, including procurement audits. The auditor for the disposition fund shall be tendered by way of international competitive bidding for the first audit year, including an option to extend for a further three years depending on performance. KfW's standard terms of reference shall be used (see Annex E in Annex 4). The award will be supported by KfW's Full/Prior review.

2.4.6 The contractual provisions as outlined in the Procurement Guidelines (see Chapter 2.4 and appendices 7 (Contractual Provisions) and 8 (Models for Guarantees and Securities) to the Procurement Guidelines) shall be incorporated into each contract financed under the Agreements and, in addition thereto, the following principles shall be observed when concluding contracts financed under the Agreements:

- a) As import duties shall neither be financed from the Loan pursuant to Article 1.3 of the Loan Agreement nor be financed from the Grant pursuant to Article 1.5, such import duties, if part of the contract value, shall be stated separately in the contracts for the works, plant, goods, and services and in the invoices.
- b) If payments due under a contract for works, plant, goods, and services are to be made from the Loan or Grant, such contract shall include a provision stipulating that any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the PEU to the following account at KfW, Frankfurt am Main, IBAN: DE53 5002 0400 3800 0000 00, BIC: KFWIDEFF, with KfW then crediting such payments to the account of the PEU. If such payments are made in local currency, such payments shall be made to a special account of the PEU in the country of the PEU and may only be disbursed

further with the prior written consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's prior written consent.

## 2.5 Special Implementation Agreements

The implementation of the Project is subject to the fulfilment of certain prerequisites by the Ghanaian side. This is not only to secure the sustainability of the Project but also to prove the readiness of the involved parties for the intended measures. To this purpose, the PEU shall provide to KfW the following documents and evidence:

1. Prior to tendering the EPC contracts, the PEU shall provide to KfW a copy of the Project Manual prepared by the MoEn in accordance with the specifications made in Section 2.1 above and agreed between all stakeholders.
2. Prior to signing the EPC contracts, the PEU shall provide to KfW copies of the
  - a) Legal Agreements between the MoEn and the selected MDAs defining the responsibilities of the MDAs in accordance with the specifications made in Section 2.1 above and
  - b) Legal Agreements between the MoEn and the Utility Companies defining the responsibilities of the Utility Companies in accordance with the specifications made in Section 2.1 above.
3. Six months before commissioning of the first PV system at the latest, the PEU shall provide to KfW a copy of the sustainable O&M arrangement prepared by the MoEn in accordance with the specifications made in Section 2.1 and 2.6 and agreed between all stakeholders.
4. One year before the end of the EPC O&M phase at the latest, the PEU shall provide documentary evidence in form and substance satisfactory to KfW that the EC has made the first payment into the O&M account from the EC budget.

## 2.6 Provisions for the Proper Operation of the Project

2.6.1. The EPC contractors will take over responsibility for O&M of the PV systems for a period of two years after commissioning of the Project. To secure the proper O&M of the Project after this two-year period, the PEU shall submit a sustainable O&M arrangement drawn up in cooperation with the MIC at least six months before commissioning of the first solar PV system (see implementation agreement in Section 2.5). KfW will receive the sustainable O&M arrangement for No-Objection.

2.6.2. The EC will assume responsibility for the O&M of the PV systems on behalf of the PEU. The financed digital monitoring system will support the EC in this regard. After the O&M phase of the EPC contractors the PEU will hand over all spare parts to the EC and the EC on behalf of the PEU will tender for at least two O&M service providers via

competitive bidding for the long-term O&M of the installations. The O&M contracts will be signed by the EC subject to PEU's No-Objection and financed through a designated O&M account to be administered by the EC. The PEU shall ensure, that the EC makes and submits annual budgetary provision for the long-term O&M of the Project to the MoF. Deposits to the O&M account shall start as off commissioning of the first solar PV system.

2.6.3. The PEU shall ensure that the MDAs and the Utility Companies fulfil their responsibilities regarding O&M (see Section 2.1). The MDAs become legal owners of the PV systems at the end of the O&M phase of the EPC contractors. The facility management of the selected MDAs shall therefore take over basic system maintenance tasks, e.g., checking the electrics and regular cleaning. There shall be a designated contact person at each MDA. As legal owners of the Net-Meters financed in the Project, the Utility Companies assume responsibility for the O&M of the meters.

2.6.4. Extensive training on O&M for all relevant stakeholders (MoEn, EC, Utility Companies, MDAs) by the EPC contractors and the MIC (see Section 2.1) will additionally ensure a proper O&M.

2.6.5. Furthermore, the PEU shall submit an operational environmental and social management plan including an occupational health and safety and labour conditions management plan drawn up in cooperation with the MIC at least six months before commissioning of the first solar PV system.

2.6.6. At least six months before commissioning of the first solar PV system the PEU shall submit to KfW a financial forecast drawn up in cooperation with the MIC for the area of operation in which the Project is located. This forecast is to show the expenses caused by the Project and the earnings to be expected for this particular area of operation at the time they occur. The PEU shall periodically update this forecast and ensure that any financing gaps shall be covered in due course. The PEU shall transmit such financial forecast and its revised versions to KfW without any delay.

### 3 Contracts for Works, Goods, Plant and Services, Reservations and Disbursement

#### 3.1 Contracts and Reservations

3.1.1 KfW will either reserve the Loan and Grant amounts on the basis of the contracts concluded for works, goods, plant and services or in case of disposition fund on the basis of the estimated needs of the entirety of the contracts concluded. Accordingly, KfW shall be furnished with a copy of each of said contracts and of any amendment to any of such contracts (direct disbursement contracts) and for contracts paid through the disposition fund KfW shall be furnished with a list of all contracts concluded drawn up in cooperation with and signed by the MIC containing the following data: contract date and value, designation of good/service, contractor, reference number, contract duration/number of man-days, amount to be financed from the Loan.

3.1.2 KfW shall inform the PEU and the Borrower upon request of the amounts of the Loan and the Grant that it has reserved for financing by providing a list of reservations (KfW-“LOGAS”, KfW-List Of Goods And Services).

### 3.2 Disbursement Procedure

The disbursement of the Loan and Grant is subject to the procedures as stipulated in Annex 4 (Disbursement Procedure), which forms an integral part of this Agreement. This Disbursement Annex contains the legal provisions and standards concerning the procedures to be used, governing among others, obligations with regard to bank account details, liability in the payment process, exchange rates, specimen signatures, disbursement requests and the documentation to be provided for evidence of use of funds. With regards to the Disposition Fund procedure an audit of the accounting records, systems, and controls of the PEU is required. In case the outcome of the audit is not satisfactory to KfW, the MIC shall be assigned to manage the disposition fund. The details would then be determined by an amendment to this Agreement.

## 4 Reporting and Other Provisions

### 4.1 Reporting

4.1.1 Until further notice, the PEU shall report to KfW quarterly on the progress of the Project (progress reports), including the fulfilment of the implementation agreements stipulated in Section 2.5 of this Agreement as well as on the development of all other important general conditions including environmental and social performance, topics of occupational health and safety and labour conditions; community relations and grievances which may have occurred. The reporting requirements are further defined in Annex 8 (Content and Form of Reporting to KfW).

4.1.2 In particular, the PEU shall report on all circumstances that might jeopardize the achievement of the overall objective, the Project purpose and the results and shall ensure that its contractors and sub-borrowers report to him accordingly.

- a) With regard to environmental and social matters, including occupational and community health & safety and labor issues as well as impacts on adjacent population, the PEU shall notify KfW promptly of any event, incident or accident in relation to the Project execution, regarding details of
- (i) any incident of an
    - o environmental nature;
    - o occupational health and safety nature;
    - o public health and safety nature;

- o material complaints and grievances addressed to the PEU (details and reporting templates are given in Annex 3 (*Content and Form of Reporting to KfW*))
- (ii) any incident of a social nature (including without limitation any violent labour unrest or dispute with local communities);
- (iii) any other incident of an environmental or social nature occurring on or nearby any site, plant, equipment, or facility of the PEU (the incidents mentioned in (i) to (iii), in the following the "Incidents")

which

- has, or is likely to have a material adverse effect; or
  - has attracted or is likely to arouse substantial adverse attention of outside parties or to create substantial adverse media/press reports; or
  - gives, or is likely to give rise to material potential liabilities.
- b) Notification will comprise, in each case, (i) a specification of the nature of the Incidents and the on-site and off-site effects of such Incidents and (ii) details of any action the PEU proposes to take in order to remedy the effects of these Incidents. The PEU shall keep KfW informed about any progress in respect of such remedial action.

4.1.3 At the time of the physical completion and commissioning of the Project, but at the latest one year before the expiry of the guarantee period, the PEU shall submit a final report on the measures carried out. The first report on the state of affairs shall be submitted as of three months after signing of this Agreement. The reports must have been received by KfW not later than three weeks after the end of the period under review. The reports shall be countersigned by the MIC.

4.1.4 If the PEU has charged the MIC to write the progress reports or the final report, the PEU shall comment on the reports or acknowledge its approval of the content by countersigning the reports.

4.1.5 After completion of the Project, the PEU shall report on its further development (see Annex 3 (*Content and Form of Reporting to KfW*) for details). KfW shall in due course inform the PEU about the end of the reporting period.

## 4.2 Other Provisions

4.2.1 The PEU shall send KfW all such documents as are necessary for KfW to give the comments and approvals mentioned above or in the enclosed Procurement Guidelines early enough to allow reasonable time for examination.

4.2.2 The PEU shall set up Project sign boards that will contain at least the following message:

"A development project of the Government of Ghana, co-financed by the Federal Republic of Germany through KfW."

A project seal provided by the German Embassy shall be placed on the project sign board.

4.2.3 The above provisions may be amended or modified at any time by mutual consent if this should appear useful for the implementation of the Project or the execution of the Agreements. In all other respects, the provisions of Articles 6.3, 8 and 9 of the Loan Agreement and of Articles 6.2, 8 and 9 of the Grant Agreement shall apply to this Agreement accordingly.

Please confirm your consent to the above Agreement by signing in a legally binding form and returning the enclosed copies.

We enclose a copy of the present letter with the request to forward it in due course to the MoF.

Please forward a copy of the present letter in due course to the MIC after the contract for Consulting Services has been concluded.

Yours sincerely,

Frankfurt am Main, [date] \_\_\_\_\_

KfW

\_\_\_\_\_  
[signature]

Name:  
Title:

\_\_\_\_\_  
[signature]

Name:  
Title:

Annexes

- Annex 1: Results Matrix
- Annex 2: Time Schedule
- Annex 3: Total Cost and Financing

- Annex 4: Disbursement Procedure
- Annex 5: Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries
- Annex 6: Environmental and Social Commitment Plan (ESCP)
- Annex 7: Procurement Plan
- Annex 8: Content and Form of Reporting to KfW
- Annex 9: List of Selected Government Facilities

Read and agreed:

Ministry of Energy

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[place and date]

---

[signature]

Name:

Title:

Ministry of Finance

---

[place and date]

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[signature]

Name:

Title:



Annex 1: Results Matrix  
Government Goes Solar

Annex 1: Results Matrix<sup>1</sup>

Name of FC project  
Government Goes Solar (GGS)

Project no. (BMZ-No.)  
2018 65 104, 2017 68 761 (AM)

Country/Region  
Ghana

Results Matrix compiled on  
15.11.2022

Objectives	Indicators	Sources and Time of Data collection	Assumptions
<p>DC-programme objective: <i>Improving the financial sustainability of the energy sector and the framework conditions to promote investments in renewable energy and energy efficiency will strengthen Ghana's climate goals and sustainable and inclusive economic development.</i></p>	<p>DC-programme indicator 1: <u>Financial recovery of the energy sector</u> From 2022 to 2024, the arrears in the sector will be cleared and the budget allocation to clear the arrears for the following year will be approved accordingly. Baseline value: Arrears not cleared Target value: Arrears for the respective year (2022-2024) are cleared and the budget allocation for the following year is approved</p>	<p>Reporting under P4R, reports of MoF</p>	<p>Do not fill!</p>

<sup>1</sup> Indicators and respective data will be updated after the Final Report of the currently ongoing Feasibility Study.

Objectives	Indicators	Sources and Time of Data collection	Assumptions
	DC-programme indicator 3: <u>Promotion of renewable energy</u> Installed renewable CO <sub>2</sub> -neutral energy generation capacity increases by 40 MW by 2024. Baseline value: 79 MW (2020) Target value: 119 MW (2024)	Data collection within each project	
Project objective: Distributed solar photovoltaic systems contribute to the climate-friendly and	DC-programme indicator 5: <u>CO<sub>2</sub> savings</u> Projects supported under German DC will save 98 mega tons of CO <sub>2</sub> per year. Baseline value: 0 (2020) Target value: 98 Mt CO <sub>2</sub> / year (2024)	Related to DC-programme indicator 3: 40 MW x (12 hr sunshine / day) x 365 (days / year) x 0.56 t CO <sub>2</sub> /MWh (grid emission factor Ghana) = 98,112 t CO <sub>2</sub> eq /year saved	<ul style="list-style-type: none"> <li>Excess capacity has been eliminated (take-or-pay contracts renegotiated, energy demand has caught up with capacity)</li> </ul>
	Project indicator 1: <sup>2</sup> The CO <sub>2</sub> eq emissions avoided by the Project amount to 15,450 tonnes / year after commissioning of all PV systems.	Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC Annually after commissioning of all plants	

<sup>2</sup> The estimated values for the total generation capacity, the amount of solar electricity produced and the CO<sub>2</sub>e emissions saved are based on the available results of the technical feasibility studies of the currently selected 36 MDAs. The values are therefore indicative, will be reviewed in the detailed planning and adjusted if necessary in the context of the first reporting.<sup>3</sup> All baseline values listed are project specific.

Objectives	Indicators	Sources and Time of Data collection	Assumptions
<p>cost-effective coverage of the electricity demand of selected public institutions in Ghana.</p>	<p>Baseline value<sup>3</sup>: 0 t / year Target value: 15,450 t / year</p> <p>Project indicator 2: Additional solar energy produced by the Project amount to 30 GWh / year after commissioning of all PV systems. Baseline value: 0 GWh / year Target value: 30 GWh / year</p> <p>Project indicator 3: On average, 30 % of the electricity demand of the selected MDAs is covered by the PV systems financed by the Project. Baseline value: 0 % Target value: 30 %</p> <p>Project indicator 4: The average reduction in electricity costs of the selected MDAs after commissioning of the PV systems is 30 %</p>	<p>Based on Project indicator 2 and the average Ghanaian grid emission factor (509 kg / MWh in 2021)</p> <p>Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC Annually after commissioning of all plants Based on data gathered by the digital monitoring system</p> <p>Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC Annually after commissioning of all plants Based on data gathered by the digital monitoring system</p> <p>Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC Annually after commissioning of all plants</p>	<p>Continued political support for RE expansion</p>

<sup>3</sup> All baseline values listed are project specific.

Objectives	Indicators	Sources and Time of Data collection	Assumptions
	<p>Baseline value: 0 % Target value: 30 %</p>	<p>The calculation of the indicator shall be based on constant electricity prices and, if necessary, shall be adjusted for significantly increased or decreased electricity demand due to external factors (e.g. construction of a new floor).</p>	
<p><b>Outputs</b></p> <p><b>Output 1</b> Distributed grid-connected solar PV systems are ready for operation.</p>	<p>Output 1, Indicator 1.1: The total installed electricity generation capacity of the PV systems financed by the Project is 22 MW<sub>p</sub> Baseline value: 0 MW<sub>p</sub> Target value: 22 MW<sub>p</sub></p>	<p>Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC After completion of the construction phase</p>	<ul style="list-style-type: none"> <li>The Net Metering scheme is reinstated as scheduled before the installation of the PV systems.</li> <li>Buildings under GGS are exempted by the EC from the 100 kW<sub>p</sub> limit for net metering.</li> </ul>
<p><b>Output 2</b> A sustainable operation and maintenance system for the installed PV systems is established.</p>	<p>Output 1, Indicator 1.2: 36 MDAs are equipped with operational grid-connected solar PV systems Baseline value: 0 Target value: 36</p> <p>Output 2, Indicator 2.1: An operation and maintenance arrangement agreed between relevant stakeholders has been developed. Baseline value: 0 Target value: 1</p>	<p>Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC, operation and maintenance arrangement as annex to the reporting 6 months before commissioning of the first PV system Relevant stakeholders are MoEn, EC, MIC among others</p>	<ul style="list-style-type: none"> <li>EC includes annual costs for operation and maintenance in its budget planning</li> <li>MoF guarantees the availability of funds for operation and maintenance of the PV systems</li> </ul>
	<p>Output 2, Indicator 2.2:</p>		

Objectives	Indicators	Sources and Time of Data collection	Assumptions
	<p>Relevant and sufficient training on operation and maintenance has been carried out.</p> <p>Baseline value: No Target value: Yes</p>		
<p>Output 3 The infrastructural and technical prerequisites for a digital monitoring system for the collection of technical and economic data are created.</p>	<p>Output 3, Indicator 3.1: A central digital monitoring system has been set up at the EC. Baseline value: 0 Target value: 1</p>	<p>Reporting by PEU and EC in collaboration with the benefiting MDAs and with support by the MIC, operation and maintenance arrangement as annex to the reporting</p>	<ul style="list-style-type: none"> <li>• EC includes annual costs for monitoring in its budget planning</li> <li>• MoF guarantees the availability of funds for monitoring of the PV systems</li> </ul>
	<p>Output 3, Indicator 3.2: Relevant and sufficient training on digital monitoring and data analysis has been carried out. Baseline value: No Target value: Yes</p>		
<p>Output Output 1</p>	<p>Main activities towards outputs</p> <ul style="list-style-type: none"> <li>• Selection of MIC, tender agent, EPC contractors</li> <li>• Design, procurement, and installation of the PV systems</li> <li>• Grid connection and commissioning of the PV systems by the Utility Companies</li> <li>• Training on design, simulation, and grid integration of PV systems as well as quality control</li> <li>• Marketing activities</li> </ul>	<p>Inputs/ planned instruments</p> <ul style="list-style-type: none"> <li>• Financing of EPC contracts from the Loan</li> <li>• Financing of the MIC from the Grant</li> <li>• Financing of the tender agent from the Grant</li> <li>• Financing of the PIU from the Loan and PEU contribution</li> <li>• Financing of import duties and local taxes from PEU contribution</li> </ul>	<p>Assumptions</p> <ul style="list-style-type: none"> <li>• Approval of the MDAs for the planned system design and, if necessary, for covering the costs of roof repair works.</li> <li>• Buildings under GGS are exempted by the EC from the 1 MW<sub>p</sub> limit for distributed PV systems</li> <li>• Utility Companies enable grid connection of the PV systems.</li> <li>• The planned capacities can be realised regardless of the</li> </ul>

			<p>international price development for PV systems</p> <ul style="list-style-type: none"> <li>The KfW quality requirements for PV systems can also be met in compliance with Ghana's Local Content and Local Participation Regulations for the Electricity Supply Industry</li> <li>Selected locations for possible ground-mounted systems meet the environmental and social standards</li> <li>EC provides sufficient staff for operation and maintenance of the PV systems</li> </ul>
<p>Output 2</p>	<ul style="list-style-type: none"> <li>Development and implementation of an arrangement for the operation and maintenance of the PV systems</li> <li>Training on operation and maintenance of the PV systems</li> <li>Establishment of an account for operation and maintenance administered by the EC</li> <li>Monitoring of payment flows for operation and maintenance</li> <li>Selection and contracting of suitable external service providers for operation and maintenance</li> <li>Regular data collection and analysis</li> </ul>	<ul style="list-style-type: none"> <li>Financing of EPC contracts from the Loan</li> <li>Financing of the MIC from the Grant</li> <li>Financing of the operation and maintenance account from the Loan and PEU contribution</li> </ul>	
<p>Output 3</p>	<ul style="list-style-type: none"> <li>Elaboration and coordination of a monitoring concept with the partner institutions</li> <li>Installation of the Net Meters and handover to Utility Companies</li> <li>Procurement of the necessary system components and software for the digital monitoring system</li> </ul>	<ul style="list-style-type: none"> <li>Financing of EPC contracts from the Loan</li> <li>Financing of the MIC from the Grant</li> </ul>	<ul style="list-style-type: none"> <li>EC provides sufficient staff for monitoring of the PV systems</li> </ul>

- Training in the use of the remote-controlled digital monitoring system and corresponding data analysis

## Annex 2: Time Schedule for the Project

### Government Goes Solar

Task		Status		Workplan for the project "Government Goes Solar" in Ghana																			
				2022			2023			2024			2025										
		Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
<b>1. Feasibility Study</b>																							
1.1 FS Final Review and Validation																							
<b>2. Appraisal Mission</b>																							
2.1 Appraisal Mission in Ghana																							
2.2 Closing & Signature of Minutes of Meeting																							
<b>3. Validation: Project proposal &amp; Loan Contracts</b>																							
3.1 Finalization and validation of the project proposal (Appraisal Report) by EHz																							
3.2 Preparation of the Loan & Separate Agreements																							
3.3 Approval by Ghanaian Parliament																							
3.4 Signature of the Loan & Separate Agreements																							
<b>4. Procurement of Management and Implementation Consultant</b>																							
4.1 Eligibility of Prequalification Documents (30 days)																							
4.2 Preparation of Tender Documents & Submission of qualified candidates																							
4.3 Tender process for the Management and Implementation Consultant (28 days)																							
4.4 Validation of Technical & Financial Offer and Recruitment of Consultant																							
<b>5. Procurement EPC contractors</b>																							
5.1 Eligibility of Prequalification Documents (30 days)																							
5.2 Preparation of Tender Documents & Submission of qualified candidates																							
5.3 Tender process for the EPC (45 days)																							
5.4 Validation of Technical & Financial Offer and Recruitment of EPC																							
<b>6. Implementation phase of the project</b>																							
6.1 Construction Phase																							
6.2 O&M Phase																							

Project Preparation

Implementation Phase

April 2022: Approval Mission

Latest Dec 2023: Signature of Loan Agreement & separate Agreements

1st 2023: Recruitment EPC

Oct 2023: Recruitment EPC contractors



Annex 3: Total Cost and Financing

Government Goes Solar

Project Activities (2)	Cost (1)			% of Base Costs	Financing			PEU Contribution (Mio. GH¢)
	Local Costs (Mio. GH¢)	Foreign Exchange Costs (Mio. EUR) (3)	Total Cost (Mio. EUR)		FC		Total (Mio. EUR)	
					Loan (Mio. EUR)	Grant (AM) (Mio. EUR)		
1. Physical Investments under the EPC contracts								
1.1 Solar PV Systems	35,82	17,6	179,08	60,3%	22	-	22	-
1.2 Operation & Maintenance	4,07	0,5	8,14	2,7%	1	-	1	-
1.3 Accessories (e.g. maintenance walkways, OHS)	3,26	1,6	16,28	5,5%	2	-	2	-
2. Management and Implementation Consultant	6,04	1,73	20,15	6,8%	-	2,475	2,475	-
<ul style="list-style-type: none"> <li>• Project, Financial and Quality Management</li> <li>• Trainings</li> <li>• Marketing Activities</li> <li>• Conceptual Work: Project Manual and Operation and Maintenance Arrangement</li> <li>• Construction Supervision</li> </ul>								
3. Project Implementation Unit (PIU)	8,14	-	8,14	2,7%	0,5	-	0,5	4,07
4. Import Duties and Local Taxes	48,84	-	48,84	16,4%	-	-	-	48,84
5. O&M Account	8,14	1	16,28	5,5%	1	-	1	8,14
6. Tender Agent	-	0,025	0,204	0,1%	-	0,025	0,025	-
<b>Base Costs (24. April 2022)</b>	<b>114,31</b>	<b>22,455</b>	<b>297,11</b>	<b>100%</b>	<b>26,5</b>	<b>2,5</b>	<b>29</b>	<b>61,05</b>

Technical and Financial Contingencies (~10%)	-	3,5	28,49	3,5	3,5	-	3,5	-
Total Financing required	114,31	25,955	325,6	40	30	2,5	32,5	61,05

Financing by	Local Costs (Mio. GH¢)	Foreign Exchange Costs (Mio. EUR)	Total Cost		%
			(Mio. GH¢)	(Mio. EUR)	
FC					
Loan	47,22	24,2	244,2	30	75%
Grant (AM)	6,04	1,755	20,35	2,5	6,25%
Total FC	53,26	29,955	264,55	32,5	81,25%
PEU Contribution	61,05	-	61,05	7,5	18,75%
Total Financing	114,31	25,955	325,6	40	100%

Notes:

(1) Exchange rate (24.04.2022) 1 EUR = 8,14 GH¢

(2) The assumptions underlying the estimates of the individual cost items are based on the feasibility study and the discussions during the Project appraisal mission.

(3) Assumptions: 20% local costs and 80% foreign exchange costs for position 1.1 and 1.3; 50% local costs and 50% foreign exchange costs for position 1.2 and 5; 30% local costs and 70% foreign exchange costs for position 2.

Officer in Charge: Eva-Maria Rommel  
phone: 0049 69 7431 2928  
email: eva-maria.rommel@kfw.de

## Disbursement Procedure

German Financial Cooperation with Ghana  
Loan Agreement of KfW for EUR 30.000.000,00 and Grant Agreement for  
EUR 2.500.000,00  
Project: Government Goes Solar (GGS)  
KfW-Reference Number (Project No./ BMZ No.): 2018 65 104 (Loan) and 2017 68 761  
(Grant)

### INTRODUCTION

This Annex stipulates the disbursement procedure for funds to be disbursed by KfW (the "Funds") under the above-mentioned Loan/ Grant Agreement (the "Agreement"). The agreed disbursement procedure allows KfW to monitor the contractual use of Funds and ensures that disbursements are only made in accordance with the progress of the Project/Programme financed.

In accordance with the Articles 2.1 and 6.2 of the Loan Agreement and Article 3.1 of the Grant Agreement, the party authorized to request disbursements shall be the **Ministry of Energy** (the "Authorized Party"), represented by the Authorized Representative and duly appointed Authorized Signatories (each as defined in Article 1 below).

Subject to any express provision to the contrary in this Annex, terms used herein shall have the meaning ascribed thereto in the Agreement and the respective Separate Agreement.

Please contact the KfW-official indicated above (quoting KfW's reference number) if you have any questions about the disbursement procedure.

## PART A – General Provisions

---

### 1 Disbursement Request

Any disbursement request (including in the case of a disposition fund procedure any pro forma disbursement request to be delivered to KfW in order to provide evidence on the use of Funds) together with such supporting documents as are required to be delivered to KfW as supporting documents to such disbursement requests pursuant to

the provisions of Part B of this Annex (each a "Supporting Document") shall be submitted to KfW in each case by the individuals who have been authorized to do so by the formal representative of the Authorized Party ("Authorized Representative") and of whom KfW has received specimen original signatures according to the model provided in Attachment A-1 (the "Authorized Signatory/Signatories").

#### Disbursement requests

- shall be based on the models provided in Part B of this Annex,
- shall indicate the KfW reference number,
- shall be numbered consecutively throughout the Project/ Programme,
- shall be duly signed by the Authorized Signatory/Signatories,
- and shall be submitted in original to KfW's FC Disbursement and Loan Management department (BKe).

Exceptions shall be subject to KfW's prior consent. In case of such exceptions, the Authorized Party releases KfW from all liability regarding any damage resulting from false transmission, due in particular to transmission errors, abuse, misunderstanding, or mistakes.

Where Part B provides that any third party shall make any declaration of confirmation *vis-à-vis* KfW on, and/or countersign, a disbursement request or any Supporting Document, such third party (each a "Certifying Party") will do so through signature and company stamp and/or full name.

## 2 General Disbursement Provisions

### 2.1 Bank Details

It is the obligation of the Authorized Party to supply KfW with complete and correct bank details for disbursements including correspondent bank details if relevant. KfW shall not be liable for any damage, loss, costs or liability caused by failed bank transfers including, without limitation, if the amount requested by the Authorized Party cannot be credited to the bank account specified in the disbursement request in the currency requested, or if the Authorized Party fails to indicate complete and correct bank account details in the respective disbursement request unless such damage, loss, costs or liability was caused by KfW's gross negligence or wilful misconduct.

If KfW determines that the information provided in the disbursement request is incomplete or incorrect, KfW is, without incurring any liability (other than in the case of KfW's gross negligence or wilful misconduct), entitled to complete or replace the bank account details by using publicly available information (such as Bankers Almanac for determining the correspondent bank) and/or information set out in the underlying invoice. KfW is entitled to use said account details for all further disbursements, unless a subsequent disbursement request by the Authorized Party contains new complete and correct information.

## 2.2 Currency of Disbursement

Except to the extent that the Agreement, the Separate Agreement or this Annex contain any provision to the contrary, disbursements shall be made in the currency indicated in the disbursement request to the bank account specified in the disbursement request.

Notwithstanding the foregoing, if (i) the currency indicated in the disbursement request is not readily available to KfW in the amount requested, or (ii) the disbursement in the currency indicated would contravene any law or regulation applicable to KfW, KfW shall give notice to the Authorized Party and, without incurring any liability (other than in the case of KfW's gross negligence or wilful misconduct), be entitled to disregard the disbursement request. The foregoing shall be without prejudice to the Authorized Party's right to submit another disbursement request for a disbursement in Euro or the currency committed in the Agreement.

If the Authorized Party requests a disbursement in a currency other than the currency committed in the Agreement (the "Foreign Currency"), KfW will debit the Project with the total equivalent in the currency committed of the amount expended by KfW for the procurement of the Foreign Currency (inclusive of incidental expenses). Notwithstanding the foregoing, KfW is entitled to request that the final disbursement request shall be for an amount in the currency committed in the Agreement.

If the Authorized Party requests a payment of the equivalent of an amount denominated in one currency (the "First Currency") in another currency (the "Second Currency") (e.g. equivalent of USD in EUR), KfW shall, unless a clear stipulation to the contrary exists either in the Agreement, the Separate Agreement, this Annex or the contract which forms the basis of the payment, be entitled to use a market-oriented exchange rate to convert the amount from the First Currency to the Second Currency.

## 2.3 Liability Limitation

KfW shall not be liable for delays caused by transferring banking institutions in the disbursement or remittance of Funds or if the Authorized Party fails to provide a duly executed disbursement request in accordance with Articles 1, 2.1 and 2.2 above. If, however, KfW is responsible for any delay, its liability will, other than in cases of gross negligence or wilful misconduct, be limited to the payment of interest accrued.

## 2.4 Disbursement Advice

Following each disbursement, KfW shall send a disbursement advice to the Borrower/Recipient. Provided that an e-mail address has been communicated to KfW using the model in Attachment A-2, this disbursement advice shall be sent via e-mail on the payment date. If no e-mail address is provided, KfW shall send a summary of disbursement advices to the Borrower/Recipient by regular mail on a monthly basis.

## 2.5 Documentation

Without prejudice to any provisions to the contrary in the Agreement, the Separate Agreement or this Annex, any original documentation evidencing the proper expenditure of Funds disbursed according to the provisions of this Annex (including, but not limited to invoices, certificates, etc.) shall be kept for a minimum of five years after completion of the Project/ Programme, and shall be accessible for inspection by

KfW or any third party instructed by KfW (e.g. auditors) at all times. Upon request, KfW or any third party instructed by KfW shall be furnished with copies of any such documentation.

To the extent a consultant is involved in the financial administration of a project in a supervisory role, this consultant shall be entitled to receive information directly from KfW with regard to all project related transactions effected by KfW on behalf of the Authorized Party. This includes KfW's list of contracts and amounts reserved for financing under the Agreement and disbursement advices.

### 3 Additional confirmations

In addition to specific confirmations required in Part B for specific disbursement procedures, each disbursement request shall in addition contain the following confirmations by the Authorized Party:

#### *General confirmations*

- The Authorized Signatory submitting the disbursement request on behalf of the Authorized Party is authorized to do so.
- The goods and/ or services and/or sub-loans to be financed have not already been financed from other grants or long-term loans.
- The facts, statements and representations contained in the disbursement request and any attachments thereto are true and correct.

Each disbursement request shall also repeat all the representations (if any) as are required to be repeated pursuant to the Agreement.

The foregoing is without prejudice to any additional confirmations and information which may be required to be provided on the disbursement request pursuant to Part B of this Annex.

#### Attachments

- A-1) Model of a Letter Designating Authorized Signatories
- A-2) Model for a letter requesting emailing of disbursement advices

MODEL FOR LETTER DESIGNATING AUTHORIZED SIGNATORIES
---

[Please use official letterhead]

KfW  
 Attn. LAc5  
 Palmengartenstr. 5-9  
 60325 Frankfurt am Main  
 GERMANY

German Financial Cooperation with Ghana  
 Loan Agreement of KfW for EUR 30.000.000,00 and Grant Agreement for  
 EUR 2.500.000,00  
 Project: Government Goes Solar (GGS)  
 KfW-Reference Number (Project No./ BMZ No.): 2018 65 104 (Loan) and 2017 68 761  
 (Grant)

Dear Sir/ Madam,

Reference is made to the Agreement. Capitalised terms used, but not defined herein, shall have the meaning ascribed thereto in the Agreement or, if not defined in the Agreement, in the Separate Agreement pertaining thereto. We would like to inform you that any one<sup>1</sup> of the persons whose authenticated specimen signature appears below is authorized to sign any paper-based disbursement requests, in each case on behalf of the Borrower/ Recipient/Project-Executing Agency ("Authorized Signatory/ Signatories").

<i>NAME</i>	
<i>FUNCTION</i>	
<i>SPECIMEN SIGNATURE</i>	

<i>NAME</i>	
<i>FUNCTION</i>	
<i>SPECIMEN SIGNATURE</i>	

<i>NAME</i>	
<i>FUNCTION</i>	
<i>SPECIMEN SIGNATURE</i>	

Any previous designations of Authorized Signatories are hereby revoked. To comply with KfW's identification requirements, we hereby enclose legible and certified copies of the identification papers of a) each Authorized Signatory and b) the Authorized Representative. Their authenticity must either have been confirmed by an employee of KfW or the copies must be certified by a notary public or person equivalently empowered.

Yours sincerely,

<sup>1</sup> Please change wording if joint signatures are required.

.....  
*Date/ Signature/ Name/ Office of Authorized Representative as designated in Loan/ Grant Agreement*



MODEL FOR LETTER REQUESTING DISBURSEMENT ADVICES VIA E-MAIL

[Please use official letterhead]

KfW  
Attn. Bke4  
Palmengartenstr. 5-9  
60325 Frankfurt am Main  
GERMANY

Fax No.: +49 69 7431-3514

Dear Sir/ Madam,

We kindly request KfW to send disbursement advices to the following e-mail address on the payment date instead of sending a monthly summary of disbursement advices by regular mail.<sup>2</sup> We take note of the fact that this e-mail address will be used for all Projects/ Programmes in which we are Borrower/ Recipient/ Project-Executing Agency of KfW. Any e-mail address previously communicated to KfW for this purpose is hereby revoked.

(PLEASE ENTER ONE E-MAIL ADDRESS HERE)<sup>3</sup>

Yours sincerely,

---

*Date/ Signature/ Name/ Office of Authorized Representative as designated in Loan/ Grant Agreement*

<sup>2</sup> Please note that disbursement advices sent via e-mail are .pdf files.

<sup>3</sup> To avoid difficulties in case of a change of responsibilities, KfW recommends entering an unvarying e-mail address such as a group e-mail address.

## PART B – Disbursement Procedures

The Funds will be disbursed pursuant to the following procedure(s), provided in each case that all conditions for the respective disbursement pursuant to the Agreement and the Separate Agreement (including this Annex) are fulfilled:

Disbursement Procedure	Account	Project Activity Item
Management and Implementation Consultant		Project Activity Item 2.
Tender Agent		Project Activity Item 6.
possibly O&M account (still to be determined)		Project Activity Item 5.
Physical Investments under the EPC contracts		Project Activity Items 1.1-1.3
Project Implementation unit (PIU)		Project Activity Item 3.
Possibly O&M account (still to be determined)		Project Activity Item 5

1 Direct Disbursement Procedure (Consultant)

Within the framework of the Direct Disbursement Procedure (Consultant), KfW pays the consultant directly based on the underlying consultant contract. Disbursements will be made upon receipt and after evaluation of a disbursement request submitted to KfW by the Authorized Party in accordance with the stipulations set forth in Part A of this Annex, provided that each disbursement request shall contain all the information and confirmations as are required by the model in Attachment B-1.

Within the framework of the Direct Disbursement Procedure (Consultant), each disbursement request must be accompanied - if applicable according to the underlying consulting contract - by the following Supporting Documents, in each case in accordance with the stipulations set forth in Part A of this Annex:

- copy of consultant's invoice,
- in case of time-based remuneration the invoice shall be accompanied by a performance list stating contract value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget as well as, if applicable, the deduction for recovery of the advance payment as well as retention money. A model which may be used is provided in Attachment B-1.
- in case of price escalation: evidence for the calculation of the contractually agreed index,
- list of expenditures for ancillary expenses/ reimbursable costs including date, description of expenditure, amount and applied exchange rate.

## 2 Simplified Direct Disbursement Procedure

Within the framework of the Simplified Direct Disbursement Procedure, KfW pays the contractor directly based on the underlying contract for goods and/or services. Disbursements will be made upon receipt and after evaluation of a disbursement request submitted to KfW by the Authorized Party in accordance with the stipulations set forth in Part A of this Annex, provided that each disbursement request shall contain all the information and confirmations as are required by the model in Attachment B-2.

In accordance with the terms set forth in Attachment B-2 which are to be included into the contract for consulting services, the consultant, acting as Certifying Party, shall certify the invoice(s) submitted by confirming for the benefit of KfW on or prior to the submission of the disbursement request that all obligations according to the underlying contract for goods and/ or services have been met and payment has fallen due, that all documents presented (including bank guarantees) comply with the conditions of the underlying contract for goods and/ or services and that the disbursement request meets the requirements of the Agreement, Separate Agreement and particularly this Annex. The confirmation shall be made in accordance with the stipulations set forth in Part A of this Annex.

Within the framework of the Simplified Direct Disbursement Procedure, each disbursement request must be accompanied - if applicable according to the respective underlying contract for goods and/or services - by the following Supporting Documents, in each case in accordance with the stipulations set forth in Part A of this Annex :

- copies of commercial invoice(s) for the goods and/ or services to be financed in accordance with the provisions of the underlying contract;
- optionally: consultant's checklist based on the model in Attachment B-2 documenting essential verifications undertaken for the purposes of the Simplified Direct Disbursement Procedure;
- non-objection by KfW in case expenses exceed the contractually agreed budget lines.

### 3 Disposition Fund

The funds assigned to goods and services shall be disbursed according to the Disposition Fund Procedure (Special Account) provided that the value of each underlying contract does not exceed EUR 500.000,00 or equivalent. For contracts exceeding EUR 500.000,00 or equivalent the Simplified Direct Disbursement Procedure is applicable.

Details concerning the Disposition Fund Procedure are described in the "General Terms for Disbursements under the Disposition Fund Procedure" ("General Terms", Attachment B-3), which are fully applicable and binding, unless explicitly agreed otherwise herein. In case of discrepancies between the General Terms and these Special Provisions, the latter will take precedence.

By derogation from the General Terms, the following shall apply:

Article 3.4: The audit costs shall be paid out of the Disposition Fund.



MODEL FOR DISBURSEMENT REQUEST (DIRECT DISBURSEMENT CONSULTANT)

Sender:

Authorized Party according to the introduction of Annex  
"Disbursement Procedure" to Separate Agreement

Date

KfW  
Attn. Bke4  
Palmengartenstr. 5-9  
60325 Frankfurt am Main  
GERMANY

German Financial Cooperation with Ghana  
Loan Agreement of KfW for EUR 30.000.000,00 and Grant Agreement for  
EUR 2.500.000,00  
Project: Government Goes Solar (GGS)  
KfW-Reference Number (Project No./ BMZ No.): 2018 65 104 (Loan) and 2017 68 761  
(Grant)

Disbursement Request No.  
DIRECT DISBURSEMENT PROCEDURE (CONSULTANT)

In conformity with the underlying contract(s) specified below, copies of which were forwarded to you, the following services were rendered and are to be paid:

Underlying Contract and Date	Invoice Number and Date	Amount Invoiced	Amount financed by KfW	Amount financed
TOTAL AMOUNT REQUESTED FOR DISBURSEMENT <sup>5</sup> :				

We kindly ask KfW to disburse the total amount requested for disbursement from the above-mentioned Agreement as follows:

<b>Beneficiary (Company name and address)</b> <b>Account no./IBAN (if applicable)</b> <b>Account holding bank</b> <b>Correspondent bank (if applicable)</b>	
--	--

<sup>4</sup> In case of pari passu or pro rata co-financing

<sup>5</sup> Please make sure to specify currency.

<sup>6</sup> Only applicable if the account-holding bank is not located in the requested currency's currency area. In this case, please enter the account-holding bank's correspondent bank in the requested currency's currency area

In accordance with the provisions of Part B of the Annex "Disbursement Procedure" to the Separate Agreement, we enclose the following documents as supporting evidence:

- copy/ copies of consultant's invoice(s)
- if applicable: performance list
- in case of price escalation evidence for the calculation of the contractually agreed index
- list of expenditures for reimbursable costs (if applicable)

We hereby confirm that

- The Authorized Signatory submitting the disbursement request on behalf of the Authorized Party is authorized to do so.
- The goods and/ or services to be financed have not already been financed from other grants or long-term loans.
- The facts, statements and representations contained in the disbursement request and any attachments thereto are true and correct.

---

*Authorized Signatory/ Signatories  
of the Authorized Party*

Model for Performance List / Statement of Cost

Item No.	Description	Unit	Contractual Quantity	Unit Rate EUR	Contract Value EUR	Previous cumulative Expenses EUR	This Invoice EUR	Current cumulative Expenses EUR	Remaining Budget EUR
1	Remuneration								
1.1.									
1.1.1.									
...									
...									
	Subtotal: Remuneration								
2.	Reimbursables								
2.1.									
2.1.1.									
...									
...									
	Subtotal: Procurements								
3.	Contingencies								
	Total Costs at actual								
	Advance Payment (Recovery)								
	Contract Sum								
	Invoice No. (x)								



## MODEL FOR DISBURSEMENT REQUEST (SIMPLIFIED DIRECT DISBURSEMENT)

Sender:

Authorized Party according to the Introduction of  
Annex "Disbursement Procedure" to Separate  
Agreement

Date

KfW  
Attn. Bke4  
Palmengartenstr. 5-9  
60325 Frankfurt am Main  
GERMANY

German Financial Cooperation with Ghana  
Loan Agreement of KfW for EUR 30.000.000,00 and Grant Agreement for  
EUR 2.500.000,00  
Project: Government Goes Solar (GGS)  
KfW-Reference Number (Project No./ BMZ No.): 2018 65 104 (Loan) and 2017 68 761  
(Grant)

Disbursement Request No.  
SIMPLIFIED DIRECT DISBURSEMENT PROCEDURE

In conformity with the underlying contract(s) specified below, copies of which were forwarded to you, the following goods/ services were duly supplied/ rendered and are to be paid:

Underlying contract and date	Invoice number and date	Amount invoiced	Amount financed by KfW	Amount financed by
TOTAL AMOUNT REQUESTED FOR DISBURSEMENT <sup>8</sup> :				

We kindly ask KfW to disburse the total amount requested for disbursement from the above-mentioned Agreement as follows:

Beneficiary (Company name/address)	
Account no. IBAN (if applicable)	
Account holding bank IFC	
Correspondent bank IFC	

<sup>7</sup> Only applicable in case of pari passu co-financing.

<sup>8</sup> Please make sure to specify currency.

<sup>9</sup> Only applicable if the account-holding bank is not located in the requested currency's currency area. In this case, please enter the account-holding bank's correspondent bank in the requested currency's currency area.

In accordance with the provisions of Part B of the Annex "Disbursement Procedure" to the Separate Agreement, we enclose copies of the following documents as supporting evidence:

- commercial invoice(s)
- Consultants Checklist
- Non-Objection of KfW

The Consultant hereby declares that

- the payment requested in this disbursement request has fallen due, the respective invoice(s) correspond(s) to the underlying contract(s) and all documents required have been presented and comply with the requirements stipulated by the Agreement, the Separate Agreement and the Disbursement Annex.
- the facts and - to our best knowledge - statements and representations contained in the disbursement request and any attachments thereto are true and correct.

.....  
*Consultant's company name/ Signature of  
Representative*

We hereby confirm that

- The Authorized Signatory submitting the disbursement request on behalf of the Authorized Party is authorized to do so.
- The goods and/ or services to be financed have not already been financed from other grants or long-term loans.
- The facts, statements and representations contained in the disbursement request and any attachments thereto are true and correct.

.....  
*Authorized Signatory/ Signatories  
of the Authorized Party*

**Terms of Reference for Consultants  
in Connection with KfW's Simplified Direct Disbursement Procedure and Simplified  
Reimbursement Procedure**

The Consultant will

1. examine whether the invoice(s) and additional documents for the disbursement request are complete and whether contractual requirements to receive payments have been fulfilled.

In particular, the Consultant will:

- a) determine whether the supplies and services invoiced have been performed according to the respective contract.
- b) (in case of supply contracts) examine, based on random sampling, whether amounts and budget lines as stated in the invoice correspond to those as stipulated in the contract;

In case the contractor has submitted a Statement of Expenditure (SoE) or bill of quantities, the Consultant will examine whether cumulative expenditures do not exceed budget lines and whether cumulative expenditures are in coherence with the SoE or bill of quantities previously submitted.

- c) (in case of construction contracts) examine, whether main budget lines as presented in the invoice correspond to those as stipulated in the contract, whether cumulative expenditures do not exceed budget lines and whether cumulative expenditures are in coherence with previously submitted SoEs based on the bill of quantities.
  - d) If the SoE or bill of quantities submitted by the contractor does not fulfil the requirements as mentioned in 1.b) and 1.c), the Consultant will request a non-objection to the disbursement of the responsible project manager at KfW, and will attach related documentation to the invoice.
  - e) check whether advances have been cleared / worked off and retention money has been deducted according to contract.
  - f) examine whether price adjustments are applicable and are calculated in line with the contract.
  - g) examine whether further documentation, such as transport and/or delivery certificates, is required, whether such documentation meets the formal requirements as stipulated in the contract(s) and whether the items and amounts presented on the respective documents are correct.
2. examine whether guarantees have been presented by the contractor in accordance with contractual requirements.

If applicable, the Consultant will:

- a) ensure that the form and amount of all guarantees meet the requirements of the construction or supply contract(s).

- b) monitor the validity of all guarantees and ensure, if required, that the guarantee period is being extended in due time.
3. examine whether the disbursement request meets the requirements as stated in the underlying agreement between KfW and the Employer, (such as the Separate Agreement, and particularly in the Annex "Disbursement Procedure", hereafter defined as the "Underlying Agreement").

In particular, the Consultant will ensure that:

- a) each disbursement request corresponds to the form provided in the Underlying Agreement.
  - b) the amount of the disbursement request only includes expenditures/costs to be financed by KfW, e.g. with regard to eligibility of financing taxes.
  - c) in case of joint financing of the respective programme, the financing share to be delivered by the Borrower/Recipient/Project Executing Agency has been considered.
  - d) bank details provided on the disbursement request and on the invoice are the same, and if applicable, correspond to those as stated in the contract.
4. in case the simplified reimbursement procedure is being applied, examine in addition to items 1. to 3. whether
- a) evidence on the use of funds has been presented in the form of an SoE as stipulated in the Underlying Agreement;
  - b) cumulative expenditures do not exceed budget lines as stipulated in the contract and that cumulative expenditures are in coherence with previously submitted SoEs;
  - c) expenditures as presented in the SoE correspond to services due/invoices submitted by the contractors.
  - d) expenditures as presented in the SoE have already been disbursed to contractors / service providers.

If the SoE submitted by the contractor does not fulfil the requirements mentioned above, the Consultant will request a non-objection to the disbursement of the responsible project manager at KfW, and will attach related documentation to the SoE.

In so far as the above mentioned conditions are met, the Consultant will

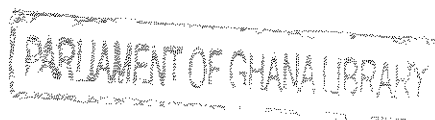
- provide a confirmation for the benefit of, and addressed to, KfW that the contractual obligations have been met and payment has fallen due; such confirmation to be provided on or prior to the submission of each disbursement request and in such form as the Employer may request in accordance with the Underlying Agreement.

- hand over all relevant documentation to the Employer/Authorised Party. However, as long as documents remain with the Consultant, KfW reserves the right to obtain originals and copies of such documents.

The Consultant may also refer to the Checklist attached to the ToR (cf. Annex "Consultant Checklist"), which can also be submitted with the request for disbursement in order to facilitate KfW's verification.

*Annex: Consultant Checklist*

	Checked / Comment (if necessary)
Goods/Services as presented in the invoice have been performed	
The payment is in line with the payment conditions and the payment schedule	
If applicable: Financing Shares as stipulated in the Separate Agreement are correct	
Goods/Services invoiced are in line with contractual bills of quantities/unit costs; cumulative expenditures are in line with contractual amounts - if not: Project manager approved the respective overrun(s)	
If applicable: price adjustment complies with the contract	
Amounts and calculations are correct	
Documents as required in the contractual payment conditions have been submitted	
Performance and Advance Payment Guarantees (if foreseen) are correct in form and amount as well as valid for at least 6 weeks.	



**GENERAL TERMS**  
for Disbursements under the Disposition Fund Procedure  
("General Terms")

Structure

1	SPECIAL ACCOUNT/ LOCAL SPECIAL ACCOUNT(S) .....	1
1.1	Special Account .....	2
1.2	Local Special Account(s).....	2
1.3	Petty Cash .....	2
2	LIABILITIES .....	2
2.1	General Obligations .....	2
2.2	Special Obligation regarding the Special Account/ Local Special Account(s) .	3
3	PROCEDURE / EXECUTION .....	3
3.1	Initial Disbursement .....	3
3.2	Replenishment and Evidence on the Use of Funds .....	4
3.2.1	Replenishment .....	4
3.2.2	Amount to be replenished .....	4
3.2.3	Evidence on the use of Funds .....	4
3.2.4	Repayment to KfW .....	5
3.3	Documentation .....	5
3.4	Audit arrangements .....	5
3.5	Suspension and repayment .....	6

**1 SPECIAL ACCOUNT/ LOCAL SPECIAL ACCOUNT(S)**

The Authorized Party or the Authorized Third Party (if appointed) shall open one Special Account (as defined below) as well as, if required, one or more Local Special Account(s) (as defined below) with a renowned bank in the Authorized Party's/Authorized Third Party's own name. KfW shall have the right to object to the account-holding bank. The Authorized Party or the Authorized Third Party (if appointed) shall limit the number of bank accounts to the quantity indispensably required. If it intends to open more than three bank accounts within the framework of the Disposition Fund, the Authorized Party or Authorized Third Party shall provide KfW with a written explanation regarding the necessity of more than three accounts. KfW shall have the right to object to more than three accounts after stating reasons.

**1.1 Special Account**

- "Special Account" refers to the bank account KfW remits Funds to directly.
- Generally, the currency of the Special Account shall be EURO.

## 1.2 Local Special Account(s)

- "Local Special Account" refers to any bank account held for project purposes in a currency other than the currency of the Special Account which is replenished by means of transfers from the latter.
- Transfers from the Special Account to the Local Special Account(s) shall not exceed the amount of expenditures planned for the period of one month.

The Special Account as well as all Local Special Account(s) shall bear interest. If this is not the case, the Authorized Party/ Authorized Third Party shall provide an adequate explanation in the fields provided for this purpose in Annex A to these General Terms.

## 1.3 Petty Cash

In exceptional cases, petty cash may be held and replenished from the Special Account or Local Special Account(s). However, the amount of petty cash shall not exceed the amount of expenditures planned for the period of one day. If a lack of local infrastructure makes cashless payments disproportionately difficult or even impossible, the amount of petty cash held may, by way of exception, exceed the amount of expenditures planned for the period of one day. The Authorized Party/ Authorized Third Party (if appointed) shall be obliged to keep a cash book which shall be reconciled on a regular basis.

## 2 LIABILITIES

### 2.1 General Obligations

- a. The Authorized Party shall ensure that at all times its employees or any other persons acting on its behalf comply with all obligations and liabilities under the Separate Agreement relating to the disbursement and the use of Funds.
- b. In case an Authorized Third Party is appointed, the Authorized Party shall ensure that such obligations and liabilities will be contractually passed on to the Authorized Third Party, in particular by including the "Terms of reference Authorized Third Party" set forth in Annex F into the contract with the Authorized Third Party. Failure to do is a breach of the Agreement and may lead to the consequences set out therein. The Authorized Third Party shall certify, as Certifying Party and in accordance with the stipulations set forth in Part A of this Annex, that the information and confirmations contained in the respective disbursement requests are true, correct and up-to date.

In case an implementation consultant is charged with assisting the Authorized Party with the implementation of the Disposition Fund, the Authorized Party shall ensure that the respective obligations and liabilities will be contractually passed on to the implementation consultant, in particular by including the "Terms of reference for the Implementation Consultant" set forth in Annex G into the contract with the consultant. The Consultant shall certify, as Certifying Party and in accordance with the stipulations set forth in Part A of this Annex, that the information and confirmations contained in the respective disbursement requests are true, correct and up-to date.

- c. Any credit interest and other income (e.g. penalties, guarantee refunds, etc.) shall be credited to the Special Account and may only be used in accordance with Article 2.1.c
- d. Payments out of the bank account(s)/ petty cash shall be made only for the purposes agreed upon in the Separate Agreement and in accordance with the "Total Cost and Financing Plan" included in the Separate Agreement. At no point

in time may the Funds on the bank account(s)/ petty cash be used to cover expenses which are ineligible for financing in the Agreement or Separate Agreement or have yet to be approved by KfW. In particular, this applies to taxes and other public charges to be borne by the Borrower/ Recipient/ Project-Executing Agency.

## 2.2 Special Obligation regarding the Special Account/ Local Special Account(s)

With regard to the bank account(s) and petty cash mentioned in Article 1 above, the Authorized Party shall ensure itself and shall ensure that the Authorized Third Party or third parties involved in the financial transaction if any, will:

- a. submit to KfW upon request information on the bank account(s)/ petty cash at any time;
- b. inform KfW promptly and without undue delay of any garnishments imposed on the bank account(s)/ petty cash by third parties;
- c. keep the bank account(s)/ petty cash exclusively for transactions under the Disposition Fund and replenish them only with KfW Funds; and
- d. keep the bank account(s) on a credit balance basis.

The Authorized Party or the Authorized Third Party (if appointed) will inform the account-holding bank of these obligations and legitimize it to the extent legally possible to disclose information on the bank account(s) to KfW upon KfW's request.

## 3 PROCEDURE / EXECUTION

### 3.1 Initial Disbursement

KfW shall make an initial disbursement to the Special Account upon fulfilment of the relevant conditions in the Agreement, Separate Agreement and submission to KfW of a disbursement request by the Authorized Party in accordance with the stipulations set forth in Part A of this Disbursement Annex, provided that such disbursement request shall contain all the information and confirmations as are required by the model in Annex A.

The initial disbursement request (cf. Annex A) must be accompanied by the following Supporting Documents, in each case in accordance with the stipulations set forth in Part A of this Disbursement Annex:

- presentation of a confirmation of bank account details by the account holding bank (copy is sufficient) including the BIC of a correspondent bank if the account holding bank is not located in the requested currency's currency area.
- presentation of a forecast of expenditures reflecting the individual budget positions for the first four-month accounting period using Annex D (columns 1, 2 & 7);

In case of Local Special Account(s), KfW may make the initial disbursement to the Special Account before the details of the Local Special Accounts and the corresponding declarations as foreseen by Annex A have been submitted to KfW. However, no Funds may be transferred from the Special Account to the Local Special Account(s) until the submission of such information and declarations.

### 3.2 Replenishment and Evidence on the Use of Funds

#### 3.2.1 Replenishment



To request replenishment of the Special Account, the Authorized Party shall submit the following documents to KfW, in each case in accordance with the stipulations set forth in Part A of this Disbursement Annex:

- disbursement request containing all the information and confirmations as are required by the model in Annex B;
- "Summary of Bank Accounts" for the accounting period for which evidence on the use of Funds is being submitted (Annex C);
- copies of bank account statements for the Special Account and Local Special Account(s) (if applicable) for the entire accounting period;
- "Statement of Expenditures" (SOE) including forecast for the next four-month accounting period (Annex D).

### 3.2.2 Amount to be replenished

The maximum amount to be replenished is calculated by subtracting the total of the account balances on the Special Account, Local Special Account(s) and petty cash at the end of the accounting period from the forecast for the next four-month accounting period.

### 3.2.3 Evidence on the use of Funds

The Authorized Party is obligated to furnish evidence on the use of funds within the deadlines set forth below.

In general this shall happen by submission by the Authorized Party of a disbursement request to KfW accompanied by the Supporting Documents referred to in Article 3.2.1, in each case in accordance with the stipulations set forth in Part A of this Disbursement Annex, which is considered evidence on the use of Funds for the respective accounting period. These documents are subject to further review within the scope of the Audit set forth in Article 3.4.

If the Authorized Party does not intend to request replenishment, evidence on the use of Funds must nevertheless be submitted by the Authorized Party to KfW in accordance with the stipulations set forth in Part A of this Disbursement Annex. In this case, the required documentation to submit evidence on the use of Funds comprises:

- pro forma disbursement request containing all the information and confirmations as are required by the model in Annex B, with the amount requested for replenishment of the Special Account equaling zero;
- "Summary of Accounts" for the accounting period for which evidence on the use of Funds is being submitted (Annex C)
- copies of bank account statements for the Special Account and Local Special Account(s) (if applicable) for the entire accounting period;
- "Statement of Expenditures" (SOE) including forecast for the next four-month accounting period (Annex D).

The Authorized Party shall present evidence on the use of Funds not later than four months either after

- the preceding replenishment, or
- the end of the last accounting period for which evidence on the use of Funds was submitted (if no replenishment was effected),

whichever is later.

For the final accounting period, the documentation submitted as evidence on the use of Funds shall include bank account statements for the Special Account and all Local

Special Account(s) (if applicable) showing a balance of zero or the amount which will be repaid to KfW at the end of the accounting period.

Furthermore, the Authorized Party shall ensure that all evidence on the use of Funds is made available to KfW within four months of conclusion of all measures or completion of the Project/ Programme.

#### 3.2.4 Repayment to KfW

If the total of the account balances on the Special Account, the Local Special Account(s) and petty cash is greater than the amount of expenditures forecasted for the next four-month accounting period, the difference must be repaid to KfW. To this end, the Authorized Party or the Authorized Third Party (if appointed) shall transfer the difference to the following bank account of its own accord and after having notified KfW to this effect.

All repayments shall be made to:

KfW, Frankfurt am Main  
BIC: KFWIDEFF  
IBAN: DE53 5002 0400 3800 0000 00

quoting the KfW reference number.

#### 3.3 Documentation

Original documents to be held available according to Article 2.5 of Part A of the Disbursement Annex shall include statements of bank accounts, bank confirmations of exchange rates applied, bank guarantees, any other bank vouchers and any other documents proving that supplies and services have been duly delivered and performed, i.e. commercial invoices, shipping documents, payment and acceptance certificates etc.

#### 3.4 Audit arrangements

The Authorized Party/ Authorized Third Party shall assign an external auditor/practitioner to examine annually, in compliance with the "Terms of Reference: Assurance Engagement for Funds Disbursed under the Disposition Fund Procedure" (Annex E) whether or not the Disposition Fund has been managed properly. The annual audit reports (signed original documents including the corresponding "Statement on Internal Control", if any) shall be presented to KfW no later than three months after the end of the Authorized Party's financial year.

If the initial disbursement is effected during the first half of the financial year, the first audit shall be presented to KfW no later than three months after the end of that financial year.

If the initial disbursement is effected during the second half of the financial year, the first audit shall be presented to KfW not later than three months after the end of the following financial year. In this case, the period under review may cover up to 18 months.

The final audit report shall be presented no later than three months after the end of the financial year in which the final payment out of the Special Account or a Local Special Account is effected or six months after the final payment out of the Special Account or a Local Special Account, whichever occurs earlier.

The audit costs for the external auditor shall be borne by the Authorized Party.

#### 3.5 Suspension and repayment

KfW is entitled to reduce the total amount of the Disposition Fund or cancel it entirely (and replace it by a different disbursement procedure) at any time in its sole discretion.

Furthermore, KfW is entitled to suspend replenishments of the Disposition Fund if an event occurs that leads to the right to suspend disbursements or to terminate the Agreement.

Nothing in this Annex shall restrict KfW's right under the Agreement to demand the immediate repayment of all Funds not adequately proven to have been used for the agreed purpose and the Recipient's/ Borrower's and (if applicable) the Project-Executing Agency's obligation to inform KfW immediately and on their own initiative of its inability to prove the correct use of Funds.

In any case, the Authorized Party or the Authorized Third Party (if appointed), is obliged to return any Funds on the Special Account(s) or Local Special Account(s) to KfW upon KfW's first written demand.

### Annexes

A Model for Disbursement Request for Initial Disbursement

B Model for Submission of Evidence on the Use of Funds & Subsequent Disbursement Requests

C Model for Summary of Bank Accounts

D Model for Statement of Expenditures

E Terms of Reference: Assurance Engagement for Funds Disbursed Under the Disposition Fund Procedure

F Terms of Reference: Authorized Third Party (if applicable)

G Terms of reference for the Implementation Consultant (if applicable)

PLEASE USE THIS MODEL FOR THE INITIAL REQUEST.

KfW  
Att. BKe4  
Palmengartenstr. 5-9  
60325 Frankfurt am Main  
GERMANY

German Financial Cooperation with Ghana  
Loan Agreement of KfW for EUR 30.000.000,00 and Grant Agreement for  
EUR 2.500.000,00  
Project: Government Goes Solar (GGS)  
KfW-Reference Number (Project No./ BMZ No.): 2018 65 104 (Loan) and 2017 68 761  
(Grant)

Confirmation of Bank Account Details & (Initial) Disbursement Request No.  
DISPOSITION FUND PROCEDURE

Dear Sir/ Madam,

This is to confirm the opening of the following bank account(s) for the purpose of maintaining a Disposition Fund under the above-mentioned Project:

<i>Account No./ IBAN<sup>10</sup></i>		<i>Account name</i>	
<i>Account currency</i>		<i>Account holder</i>	
<i>Account-holding bank/ BIC</i>		<i>Correspondent bank/ BIC<sup>11</sup></i>	
The account ...	<input type="checkbox"/> bears interest. <input type="checkbox"/> does not bear interest, because:		

<i>Account No./ IBAN</i>		<i>Account name</i>	
<i>Account currency</i>		<i>Account holder</i>	
<i>Account-holding bank/ BIC</i>			
The account ...	<input type="checkbox"/> bears interest. <input type="checkbox"/> does not bear interest, because:		

The account-holding bank/s has/ have been informed that all accounts mentioned above are to be maintained exclusively on a credit balance basis and are to be used for payments to be made from purpose-tied Funds of the German Financial Cooperation or comparable programmes financed by KfW. Subject to applicable law, the account-

<sup>10</sup> The use of an IBAN may be mandatory. Please check the respective country requirements.

<sup>11</sup> Only applicable if the account-holding bank is not located in the requested currency's currency area. In this case, please enter the account-holding bank's correspondent bank in the requested currency's currency area.

<sup>12</sup> Concerning any Local Special Account(s), the provision of bank account details, the confirmations regarding the Authorized Party's/ Authorized Third Party's obligation to inform the account-holding bank as well as the Declaration of Assignment (if applicable) are not essentially required for the initial disbursement and may be submitted with subsequent disbursement requests. However, funds may not be transferred to a Local Special Account before all of the above have been provided to KfW.

holding bank/s has/have further been authorized to provide KPW with information regarding account balance and activity without having to obtain the account holder's consent in advance.

According to the attached forecast of expenditures for the first four-month accounting period, we request an initial disbursement amounting to Currency \_\_\_\_\_ to the Special Account indicated above.

Documents enclosed:

- Statement of Expenditures (SOE) pursuant to model provided in Annex D with filled in columns 1, 2 & 7.
- Copy of or original confirmation of bank account details by account holding bank (including BIC of correspondent bank if applicable<sup>13</sup>)

We hereby confirm that

- the Authorized Signatory serving the disbursement request on behalf of the Authorized Party is authorized to do so.
- the goods and/ or services to be financed have not already been financed from other grants or long-term loans.
- the facts, statements and representations contained in the disbursement request and any attachments thereto are true and correct.

.....  
*Authorized Signatory/ Signatories of the  
Authorized Party*

.....  
*Authorized Third Party or Consultant (if applicable)*

<sup>13</sup> Only applicable if the account-holding bank is not located in the requested currency's currency area. In this case, please enter the account-holding bank's correspondent bank in the requested currency's currency area.

*Please contact the officer in charge (of KfW's FC Disbursement and Loan Management Department/BKe) in order to receive the tables in excel format*

PLEASE USE THIS MODEL FOR ALL DISBURSEMENT REQUESTS  
FOLLOWING THE INITIAL DISBURSEMENT

KfW  
Att. BKe4  
Palmengartenstr. 5-9  
60325 Frankfurt am Main  
GERMANY

German Financial Cooperation with Ghana  
Loan Agreement of KfW for EUR 30.000.000,00 and Grant Agreement for  
EUR 2.500.000,00  
Project: Government Goes Solar (GGS)  
KfW-Reference Number (Project No./ BMZ No.): 2018 65 104 (Loan) and 2017 68 761  
(Grant)

Submission of Evidence on the Use of Funds & Disbursement Request No.  
DISPOSITION FUND PROCEDURE

Dear Sir/Madam,

In accordance with the agreed Disposition Fund Procedure, we hereby submit documentary evidence on the use of Funds, provide a forecast of expenditures for the next four-month accounting period and request replenishment of the Special Account as specified below:

We confirm that expenditures in the amount indicated to the right were made from the Special Account, the Local Special Account(s) and petty cash in conformity with the provisions of the Disposition Fund Procedure and were not financed from any other sources. The original documentary evidence is kept at our office in <i>Please enter city</i> , and is available for inspection by KfW or any third party instructed by KfW at any time. <sup>1</sup>		<i>Currency</i>
A	Expenditures during the next four-month accounting period according to forecast:	<i>Currency</i>
B	Total balance on all bank accounts and petty cash at the end of the accounting period according to Summary of Bank Accounts:	<i>Currency</i>
C	Amount requested for replenishment of Special Account <sup>2</sup> :	<i>Currency</i>

Please remit the amount requested to our Special Account:

Account No./IBAN	
Account holder	
Account name	
Accounting Code	

<sup>1</sup> Please ensure that the amount indicated to the right is consistent with the amount indicated as Declared use of funds of the Summary of Bank Accounts (Annex C, total of line 13)).

<sup>2</sup> C = A - B

<sup>3</sup> The use of an IBAN may be mandatory. Please check the respective country requirements.



We hereby confirm that there have been no changes with regard to the account details or correspondent bank(s) as compared to the information communicated in the Confirmation of Bank Account Details & (Initial) Disbursement Request.

Documents enclosed:

- Summary of Bank Accounts pursuant to model provided in Annex C
- bank statements for the entire accounting period for all bank accounts held within the framework of the Disposition Fund Procedure
- Statement of Expenditures (SOE) pursuant to model provided in Annex D
- Forecast (as per column 7 of SOE, Annex D)

The Authorized Party and the Authorized Third Party/Consultant herewith confirms that the Disposition Fund has been managed in conformity with the contractual provisions contained in KFW's underlying Grant/Loan Agreement, Separate Agreement and Disbursement Annex, that payments from the Disposition Fund have been made based on eligible contracts, that the enclosed Summary of Accounts and Statement of Expenditures have been completed accurately and that all figures indicated are true and correct and that the payment may be effected in accordance with KFW's contractual provisions and standards agreed upon for this Programme/Project.

We hereby confirm that

- the Authorized Signatory serving the disbursement request on behalf of the Authorized Party is authorized to do so.
- the goods and/ or services to be financed have not already been financed from other grants or long-term loans.
- the facts, statements and representations contained in the disbursement request and any attachments thereto are true and correct.

.....  
*Authorized Signatory/ Signatories of the  
Authorized Party*

.....  
*Authorized Third Party or Consultant (if applicable)*

<sup>4</sup> Only applicable if the account-holding bank is not located in the requested currency's currency area. In this case, please enter the account-holding bank's correspondent bank in the requested currency's currency area.

Summary of Bank Accounts		Special Account	Local Special Account (if applicable)	Local Special Account (if applicable)	Local Special Account (if applicable)	TOTAL
Accounting Period	KIV/REG/NO/BALANCE	XXX	XXX	XXX	XXX	XXX
Account number		XXX	XXX	XXX	XXX	XXX
Account holder		XXX	XXX	XXX	XXX	XXX
Account-holding bank		XXX	XXX	XXX	XXX	XXX
Account Currency		XXX	XXX	XXX	XXX	XXX
3 Balance at beginning	=					0,00
4 + Inflow of Funds from KIV to Special Account	plus					0,00
5 - Outgoing transfers between accounts (named here)	less					0,00
6 + Incoming transfers between accounts (named here)	plus					0,00
7 + Other inflow of funds (eg guarantee, insurance funds etc)	plus					0,00
8 - Cash-based expenditures in current account period as per column 4 of SOE (after adjustments)	less					0,00
9 - Bank charges	less					0,00
10 + Credit interest	plus					0,00
11 = Balance at end of accounting period	=	0,00	0,00	0,00	0,00	0,00
12 exchange rate end at the date of disbursement request						0,00



13 Declared use of funds (Expenditures SOE  
+ Bank Charges - Credit Interest) (lines  
8+9+10)

0,00

Instructions:

After the initial disbursement request, this Summary of Bank Accounts shall be an integral part of each disbursement request. Figures provided here shall reflect the actual cash flow during the entire accounting period and be consistent with the corresponding bank statements. Please ensure that all calculations are correct."

- (1) Please enter the accounting period for which evidence on the use of Funds is currently being submitted. The documents submitted here should succeed those submitted last, there should be no gap between them. Generally, accounting periods under the Disposition Fund Procedure cover four months.
- (2) Please enter the requested information for all bank accounts held within the framework of the Disposition Fund Procedure. "Special Account" refers to the bank account KiW remits Funds to directly. "Local Special Account" refers to any bank account held for project purposes in a currency other than the currency of the Special Account which is replenished by means of transfers from the latter.
- (3) Please enter the balance held on each bank account (and petty cash, if applicable) in the respective currency at the beginning of the accounting period. The values shall be equal to the balance at end of accounting period as per last Evidence on the Use of Funds & Disbursement Request.
- (4) Please enter the total amount of Funds which were credited from KiW during the accounting period
- (5) Please enter the total amount of funds debited from any account or petty cash and transferred to other account or petty cash during the accounting period (only within accounts indicated in this table).
- (6) Please enter the total amount of funds credited into any account or petty cash coming from any other account or petty cash during the accounting period (only within accounts indicated in this table). Please note that the total of line 6 shall be consistent with total of line 5.
- (7) Please enter the total amount of inflows coming from guarantee or insurance refunds which were credited at the respective bank account (and petty cash) during the accounting period.
- (8) Please enter the total amount of funds which were debited from the respective bank account (and spent from petty cash) during the accounting period, excluding bank charges. The result should be consistent with the total of Column 4 of the attached SOE (after adjustments)
- (9) Please enter the total amount of bank charges which were debited from the respective bank account (and petty cash) during the accounting period.
- (10) Please enter the total amount of credit interest which was credited at the respective bank account (and petty cash) during the accounting period.
- (11) Please enter the balance held on each bank account (and petty cash) in the respective currency at the end of the accounting period as per bank statements. Please convert the respective figures to EUR using reasonable market exchange rates at the date of the disbursement request
- (12) Please indicate the reasonable market exchange rates at the date of the disbursement request applied for conversions of line 11.
- (13) Declared use of funds shall be calculated only for the last column (Total) as sum of lines 8+9+10 (Expenditures Current Period as per SOE + Bank Charges - Credit Interest)
- (14) Please note that the total of each line (3 until 11) shall be the sum of the columns in EUR of the respective line.

Statement of Expenditures (SOE) Accounting Period: KfW's FY 2012		1	2	3	4	5	6	7	8	9	10	11	12
Description of Expenditures (SOE) Accounting Period: KfW's FY 2012		Amount budgeted	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period	Expenditure in current accounting period
Currency		xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
1. xxxx			0,00										
2. xxxx			0,00										
3. xxxx			0,00										
4. xxxx			0,00										
5. xxxx			0,00										
xxx			0,00										
<b>TOTAL SOE</b>		0,00	0,00										0,00
+/- Other relevant adjustments to reflect real cash flow during the period*													
<b>TOTAL Cash-Based SOE (before bank charges and credit interest, after adjustments)</b>		0,00	0,00										0,00

Note:  
For the initial disbursement request, please only fill in columns 1, 2 & 7.  
PLEASE CONTACT THE OFFICER IN CHARGE (OF KfW'S FC DISBURSEMENT AND LOAN MANAGEMENT DEPARTMENT/BKE) IN ORDER TO RECEIVE THE TABLES IN EXCEL FORMAT

Attachment B-3  
Annex D  
Page 2

In all subsequent SOEs, please ensure that the total in column 4 is consistent with the total of line 8 reported on the Summary of Bank Accounts. All figures shall be indicated in EUR, except for column 4b Foreign Currency.

\*Please enter other relevant adjustments to reflect the real cash flow during the period (e.g. high volume of checks considered as expenditures in the SOE during the accounting period but still not debited from the account, advances already paid to contractors or project-partners which represented cash outflow but were not worked off/not considered as SOE, other country specifics). Please add an explanation below the table.

PLEASE CONTACT THE OFFICER IN CHARGE (OF KfW'S FC DISBURSEMENT AND LOAN MANAGEMENT DEPARTMENT/BKe) IN ORDER TO RECEIVE THE TABLES IN EXCEL FORMAT

## TERMS OF REFERENCE ("ToR")

Assurance Engagement in accordance with ISAE 3000 – revised  
for Funds disbursed under the Disposition Fund Procedure

### The Disposition Fund ("Subject Matter")

1. The Disposition Fund is opened under the financial conditions of KfW Agreement no. ... [KfW reference no.] for financing of ... (part of) [project/ programme] (the "Project") as defined in the Annexes "Total Cost and Financing" and "Disbursement Procedure" to KfW's Separate Agreement and consists of the following account(s):
  - Special Account No. ... opened with ... [name of bank] opened/kept by .... [name of account-holder]
  - Local Special Account(s) No(s) - if any - ... opened with ... [name of bank] opened/kept by .... [name of account-holder]
  - Petty Cash / Cash Box(es)... – if any - kept by .... [name of account-holder]
2. The preparation of the Project Financial Reports ("Financial Reports"), the Summary of Bank Accounts, the Statements of Expenditures ("SOE") and the disbursement requests (overall "Subject Matter Information") is the responsibility of ... [Name of Authorized/ Authorized Third Party, Project-Executing Agency and/or other Project Implementation Unit(s) concerned] (the "Entity").
3. The financial information has to be established in accordance with consistently applied accounting standards and the underlying agreements governing the use of funds, notably the Agreement(s) including the corresponding Separate Agreement as well as other agreements channelling Funds to third parties on a grant or loan basis (together the "Relevant Agreements").

### Scope

4. This engagement is a reasonable assurance engagement in accordance with International Standard on Assurance Engagements (ISAE 3000 – revised) as published by the International Auditing and Assurance Standards Board of the International Federation of Accountants. This standard requires that the auditor/ practitioner will plan and perform procedures considered necessary to obtain reasonable assurance about the Subject Matter information (including – if necessary – on-site visits).
5. The assurance engagement
  - will be effected annually ("Reporting Period").
  - shall cover in one single Report ("Report") exclusively all accounts opened in connection with this Disposition Fund as mentioned under paragraph 1 above.
  - shall comprise all expenditures listed in the SOE referred to in the Report.

### Objective

6. The objective of the assurance engagement ("Objective") is to permit the auditor/practitioner to express a conclusion on the Financial Reports, the SOE and disbursement requests as far as the Disposition Fund (Subject Matter) is concerned and to obtain reasonable assurance about whether the Subject Matter Information is free from material misstatement regarding proper use of KfW funds according to the criteria mentioned below (paragraph 8).
7. The auditor/practitioner shall consider that mere account transfers as well as advance payments out of the special accounts and out of the cash boxes to service providers which have not been cleared until the end of the Reporting Period cannot be classified as "use of funds" and shall be shown separately in the Summary of Bank Accounts and the SOE.
8. In a form that conveys the auditor's/practitioner's position and based on the Subject Matter Information the auditor/practitioner shall express his conclusion with reasonable assurance on the following criteria ("Criteria"), and shall thus confirm whether in all material aspects:
  - (a) The payments out of the Disposition Fund have been made in accordance with the conditions of the Relevant Agreements. Where ineligible expenditures are identified, these should be noted separately in the Report.
  - (b) The Disposition Fund has been maintained in accordance with the provisions of the Relevant Agreements. This also comprises cash flows to and from accounts opened in connection with this Disposition Fund as mentioned under paragraph 1 above, as well as interest earned from balances.  
Note: Special attention should be given that no contract value exceeds EUR 500.000,00 or equivalent [ggf. Wertgrenze von Disposition anpassen], balance(s) on Local Special Account(s) do not exceed a one month's requirement and balance(s) in petty cash box(es) do not exceed a one day's requirement.
  - (c) Expenditures are supported by relevant and reliable evidence (such as contracts, invoices, guarantees etc.). There were no indications that these expenditures had already been financed by other sources.  
  
In addition, project receivables (such as advances, tax claims ...) paid in former Reporting Periods have been cleared and used for project purposes, supported by relevant and reliable evidence.
  - (d) The SOE referred to in the Report can be relied upon to support the related disbursement requests. Clear linkage exists between the SOE and disbursement requests presented to KfW and the accounting records of the Entity.
  - (e) The procurement process of goods and services financed was in accordance with the Relevant Agreements.

### Reports

9. The Report(s) shall

- (a) be issued by a renowned auditor/ practitioner in English language.
- (b) be presented annually (signed original(s)) not later than three months after the end of the Reporting Period covered.

The final audit report shall be presented no later than three months after the end of the Reporting Period in which the final payment out of the Special Account or a Local Special Account is effected or six months after the final payment out of the Special Account or a Local Special Account, whichever occurs earlier.

- (c) include at a minimum the following elements:
  - description of the Subject Matter
  - applied criteria to evaluate the Subject Matter and to express the auditor's/practitioner's conclusion as defined under paragraph 8 above
  - identification of the level of assurance obtained
  - informative summary of work performed as to extent, locations, etc.
  - description of significant limitations
- (d) state in a separate paragraph any tax amounts or other project related contributions paid and not refunded, if the Relevant Agreements prohibit financing of these costs.
- (e) comprise the auditor's/practitioner's statement on the seriousness of observations noted including the consequences of specific deficiencies, if any, also in connection with the internal control system.
- (f) contain the following Annexes:
  - Summary of the auditor's/practitioner's conclusions during the Reporting Period (see Annex A to these ToR)
  - Schedule showing receipts, transfers and disbursements of all accounts mentioned under paragraph 1 above (see Annex B to these ToR), in particular showing cumulated expenditure less advances not yet cleared resulting from KfW payments since project start.
  - Summary of Bank Accounts and SOE referred to in the Report
  - These Terms of Reference (ToR)

#### Management Letter / Statement on Internal Control

10. If considered pertinent, the auditor/ practitioner shall prepare a "Management Letter" or "Statement on Internal Control" in which he will:

- (a) give comments, observations and recommendations on the accounting records systems and controls examined during the course of the engagement (with special focus on the account(s) under this disposition fund and on the handling of project receivables such as advances, tax claims, etc.).

- (b) identify specific deficiencies and areas of weakness in relevant systems and controls that have come to the auditor's/practitioner's attention and make recommendations for their improvement.
- (c) report on actions taken by the management to make improvements with respect to deficiencies and areas of weakness reported in the past;
- (d) bring to the management's attention any other matters that the auditor/practitioner considers pertinent.

#### Liability

11. The amount of the professional liability insurance shall be based on local/regional standards for audit companies. When prompted to do so, the auditor/practitioner will provide KfW with evidence of his liability insurance.

#### Review

12. The auditor/practitioner shall keep documentation supporting his conclusion until at least five years after completion of the assurance engagement and shall have them accessible at all times for review by KfW or any third party commissioned by KfW.

Annex A  
(to be attached to every Report)

SUMMARY [Issued on the auditor's/ practitioner's letterhead]

Name of Project / Programme: .....

KfW Ref. No. ....

Subject Matter: .....

Reporting Period: .....

Within the scope of our reasonable assurance engagement under the above mentioned Project / Programme, performed in accordance with International Standard on Assurance Engagements (ISAE 3000 revised), we express our conclusion on the following criteria:

Applied Criteria	CONCLUSION (YES/NO)**
a) The payments out of the Disposition Fund have been made in accordance with the conditions of the Relevant Agreements. Where ineligible expenditures are identified, these should be noted separately in the Report.	
(b) The Disposition Fund has been maintained in accordance with the provisions of the Relevant Agreements. This also comprises cash flows to and from accounts opened in connection with this Disposition Fund as mentioned under paragraph 1 in the Terms of Reference, as well as interest earned from balances.	
c) Expenditures are supported by relevant and reliable evidence (such as contracts, invoices, guarantees etc.). There were no indications that these expenditures had already been financed by other sources. In addition, project receivables (such as advances, tax claims etc.) paid in former Reporting Periods have been cleared and been used for project purposes, supported by relevant and reliable evidence.	
d) The Statements of Expenditures (SOE) referred to in the Report can be relied upon to support the related disbursement requests. Clear linkage exists between the Statements of Expenditures (SOE), the disbursement requests presented to KfW and the accounting records at the Entity.	
e) The procurement process of goods and services financed was in accordance with the Relevant Agreements.	
f) No other important findings and observations have been disclosed during the engagement.	
g) All observations raised in former reports have been solved by now (for details please refer to page ..... ) – not applicable in case of first report hereunder.	

\*\* Result "NO" requires a reference to a page/section of the Report.

Date:

Stamp and signature of the Auditor/Practitioner:



[Issued on the auditor's/ practitioner's letterhead]

Annex B

(to be attached to every Report)

KfW Ref. No. ....	Special account no.	Local Special account 1 **)	Local Special account 2 **)	Petty Cash Box	Total/ Summary
Reporting period from ... to ...	Unified Currency (preferably EUR) **) for accounts in local currency, please add currency and exchange rate used				
a) account balance at the beginning of the reporting period					
b) inflow of funds from KfW (special account)	plus				
c) credit interest or other project related receipts- if any -	plus				
d) incoming transfers between accounts (only from accounts named here)	plus				
e) outgoing transfers between accounts (only in favour of accounts named here)	less				
f) expenditure (including bank charges) and advances	less				
g) account balance at the end of the reporting period					
Cumulated amounts from project start until end of Reporting Period -KfW funds only-		Unified Currency (preferably EUR)			
a) cumulated inflow of funds (special account)					
b) cumulated expenditure less advances not yet cleared					

Date: Stamp and Signature of the Auditor/Practitioner:

Terms of reference for the Authorized Third Party in connection with the  
"Disposition Fund Procedure" of KfW

The Consultant shall

- administer a Disposition Fund on behalf of the Employer according to the "Supplementary Conditions of KfW for Payments under the Disposition Funds Procedure"

For this purpose the Consultant shall

- Open a trust account / trust accounts, which shall bear interest.
- Ensure, that payments to contractors are being effected according to the relevant supply and service contracts and establish an adequate internal control system e.g. for the release of payments.
- Keep records of all disbursements effected out of the Disposition Fund according to the supply and service contracts financed out of the disposition fund and the cost categories agreed upon.
- Support the Employer in establishing requests for replenishments of the Disposition Fund in order to maintain an adequate liquidity position.
- Establish the statements of expenditures to be sent to KfW as evidence of the use of funds together with supporting documents e.g. bank account statements.
- Ensure a periodical audit of the disposition fund by an independent auditor on the basis of Terms of Reference provided by KfW.
- Inform the Employer and KfW immediately if relevant problems occur.

Terms of reference for the Implementation Consultant with regard to the  
"Disposition Fund Procedure" of KfW

- If the Consultant is charged with assisting the Employer in the implementation of a Disposition Fund in accordance with the Disposition Fund Procedure of KfW, he/she is responsible for the quality assurance. In this role the Consultant shall assist the Employer in managing a Disposition Fund including its (local) special account(s) and sub-account(s) according to the Special Provisions and "General Terms for Disbursements under the Disposition Funds Procedure" as stated in the Annex "Disbursement Procedure" to the Separate Agreement between KfW and the Employer (the Separate Agreement).

For this purpose, the Consultant shall

- Verify that payments/bank transfers to special accounts, sub-accounts and contractors are being effected according to supply and services contracts or other relevant contractual agreements, that the value of such contracts does not exceed the amount specified in the Special Provisions in the Annex "Disbursement Procedure" and supervise if payments to local accounts are made based on a one-month forecast (if applicable).
- Assist the Employer in archiving or archive himself all documents concerning the special account(s) and sub-accounts. These documents must be available anytime upon request of KfW and of international auditors conducting an Assurance Engagement.
- Monitor expenditures and verify that expenditures are in line with a budget approved by KfW. With regard to individual budget lines, deviations and/or changes must be approved by the responsible project manager at KfW.
- Support the Employer in preparing disbursement requests and/or evidence on the use of funds within the deadlines agreed upon with KfW based on the templates provided in the Annex "Disbursement Procedures" and covering the respective accounting period (usually four or six months) as stated in the Separate Agreement. This includes evidence of use of funds in cases in which no replenishment of funds is requested. In particular, the Consultant will verify the following documents which are to be submitted together with the disbursement request:
  - **Statement of Expenditures (SoE)** clearly presenting expenditures of the preceding accounting period as well as planned expenditures for each budget line for the following accounting period.
  - **Bank account statements** for each special account and all sub-accounts (covering the respective accounting period).
  - **Summary of bank account(s)** (consistent to the accounting period as stated in the SoE) for each special account and all sub-account(s) as well as an overall summary of all funds still available in the accounts.
- By counter-signing or electronically validating (via KfW E-Disbursement Platform if used) the disbursement request the Consultant implicitly confirms that bank account statements of all special accounts and sub-accounts have been checked against the amount of expenditures presented in the SoE for the respective accounting period. The Consultant also confirms that the information provided is correct and that relevant documents as evidence on expenditures made via the special account(s) and sub-accounts have been provided by the Employer. In particular, the Consultant will check and verify final balances of local accounts and petty cash.

- In case expenditures have been made in another currency than EUR, the Consultant shall illustrate and confirm the exchange rate applied (for the respective accounting period) for the calculation of expenditures as presented in the SoE and summary of bank account(s).
- Verify that the amounts listed in the SoE, the Summary of bank account(s), the bank account statements, and the replenishment request are congruent or else, if there are deviations, provide an explanation satisfactory to KfW.
- Proactively inform KfW in a timely manner about possible delays of evidence of use of funds including reasons.
- Support processes related to annual audits of the disposition fund by an independent auditor on the basis of Terms of Reference provided by KfW. This includes ensuring that the audit report is issued within the deadlines stipulated in the General Terms and proactively informing KfW in a timely manner (including reasons) if the audit report is delayed.
- Inform the Employer and KfW immediately if any issues related to the management of the disposition fund occur.
- Consult the Employer and KfW with regard to closing any of the special and local / sub-account(s).
- In the end the Consultant shall explicitly confirm when signing or electronically validating the disbursement request that
  - The payments from the Disposition Fund have been made based on eligible contracts and the enclosed Summary of Accounts and Statement of Expenditures have been completed accurately and that all figures indicated are true and correct.
  - Any further information and – to his best knowledge - confirmations contained in the disbursement request and any supporting documents thereto are true and correct.

# **Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries**

Document version Jan. 2019

1. update as of Jan. 2021

## PREFACE

Financial Cooperation as part of German Development Cooperation is implemented by KfW Development Bank (KfW) as a public financial institution. Its function is to finance investments in economic and social infrastructure, poverty alleviation, environmental protection and the conservation of natural resources by providing loans on favourable terms and grants as well as complementary assistance and training measures. On behalf of the German Government and its Ministries (the Federal Ministry for Economic Cooperation and Development (BMZ), the Federal Foreign Office (AA) and others), KfW provides funding to its partners. In addition to full funding by KfW, projects may be financed in full or in part by a mandator, such as the European Union.

Sustainability with respect to economic, ecologic and social matters is an overarching objective in Financial Cooperation. KfW is committed to ensuring during preparation, design, implementation and operation of the underlying projects and programmes that this objective is met, and that funding is used for the intended purpose. Therefore, all parties involved shall comply with the principles of competition, fairness, transparency, confidentiality, economic efficiency and sustainability during the procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services (in each case as defined below).

The purpose of these Guidelines is to specify KfW's requirements for procurement and contracting and to set out in detail the scope of monitoring and reviews undertaken by KfW. These Guidelines are part of the Funding Agreement (as defined below) between KfW and its partners.

Version: January 2021

Revisions to previous Version (January 2019):

- Correction of typos, unclear or inconsistent formulations
- Clarification as to the application of simplified / post review (1.6.4, 1.6.5)
- Threshold for international competitive bidding for Goods increased to EUR 1 Mio. (2.1.1)
- Adaptation of the minimum submission period for price quotations (2.4.10)
- Clarification as to the exclusivity of Key Experts added (2.5.3)
- Cause for cancellation of a Tender Process added (2.5.15 (5))
- Wording as to weighted evaluation shortened (3.4.1) and defined more precisely (Annex 4)
- Need for definition of responsiveness added (4.4.3)
- Procurement Plan: exemplary contents of table deleted, and definitions provided in the footnotes adapted (Annex 2)
- Clarification as to the signing of evaluation reports (Appendix 6)

Feedback on or questions about this document should be in writing to the following address:

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## Definitions

Capitalized terms used in the Guidelines have the meaning ascribed to them in this Section

Appendix	Appendix to these Guidelines.
Applicant	Person who submitted an Application in a Tender Process.
Application	Set of documents submitted by an Applicant in order to prove eligibility and qualification to perform the Contract.
Award of Contract	Legally binding signing of the Contract by the PEA and the Contractor or submission of a letter of formal acceptance of an Offer by the PEA, whichever is first.
Bid	Set of documents submitted by a Bidder in order to participate in a Tender Process for procurement of Non-Consulting Services, Works, Goods and Plant.
Bidder	Person who submitted an Offer in a Tender Process.
Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Consulting Services	Services of an advisory/professional nature, including in particular the provision of expert/strategic advice, management services, coaching, policy development, implementation and communication services as well as advisory and project-related services, e.g. feasibility studies, project management, engineering services, supervision of construction, finance and accounting services, as well as training and organisational development.
Contract	Legally binding written agreement signed between the PEA and the Contractor for Consulting Services, Works, Goods, Plant, or Non-Consulting Services which is awarded to a Bidder at the end of a Tender Process.
Contractor	Bidder to whom the Contract has been awarded at the end of a Tender Process (e.g. consultant, works contractor or a supplier).
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Declaration of Undertaking ("DoU")	Statement of integrity, eligibility and social and environmental responsibility in the format attached as Appendix 1.

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<b>ESHS</b>	Environment, Social (incl. issues of sexual exploitation and abuse and gender-based violence), Health and Safety (incl. of security for personnel).
<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
<b>Funding Agreement</b>	Agreement between (a) KfW and a borrower (in the case of a loan) or (b) KfW and a recipient (in the case of a grant), setting out the terms and conditions pursuant to which funding is made available by KfW.
<b>Goods</b>	Commodities, raw material, machinery, equipment, vehicles, and related services, e.g. transportation, insurance, installation, commissioning, training, and initial maintenance.
<b>GTAI</b>	Germany Trade and Investment GmbH ("GTAI"), the economic development agency of the Federal Republic of Germany which publishes diverse project and procurement related information on its website ( <a href="http://www.gtai.de">www.gtai.de</a> ).
<b>Guidelines</b>	KfW's Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non Consulting Services in Financial Cooperation with Partner Countries.
<b>Invitation to Bid ("ITB")</b>	Set of documents inviting prequalified Applicants, interested or preselected Persons, as the case may be, to submit a Bid.
<b>Joint Venture ("JV")</b>	Joint Venture (JV) means an association with or without a legal personality distinct from that of its members, of more than one Person where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the PEA for the performance of the Contract.
<b>Key Expert</b>	A single individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Contract and whose CV is taken into account during the evaluation.
<b>Mandate</b>	KfW may be given a Mandate to carry out project funding with financial means of a mandator (e.g. European Union) based on a mandate agreement.
<b>Non-Consulting Services</b>	Services which are not Consulting Services. Non-Consulting Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied, e.g. topographical and geotechnical surveys, soil investigations, aerial surveys and remote sensing, drilling, aerial photography, satellite imagery, mapping and similar operations, transport and distribution of Goods.
<b>No-Objection</b>	KfW's written notice concerning PEA's documents and decisions in the preparation and execution of a Tender Process.
<b>Obstructive Practice</b>	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive

Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Offer	General term for Proposals and Bids.
Partner Country	Country of the PEA, in which the KfW financed project/programme is implemented.
Person	Any natural or legal person or an association of two or more of the foregoing.
Plant	Equipped facilities, executed on the basis of design, supply, installation, commissioning, maintenance, modification and protection (e.g. power plant, sewage plant or a production facility).
Prequalification	First stage of a Two-Stage Selection to identify a number of eligible and qualified Applicants, who will then be invited to submit an Offer.
Procurement Plan	Document defined in Article 1.6.2 and set up by the PEA listing all Tender Processes for Contracts financed by KfW including key procurement related information.
Project Executing Agency ("PEA")	Entity in charge of implementing a project, which directly or indirectly receives funds made available under the Funding Agreement.
Proposal	Set of documents submitted by Bidders in order to participate in a Tender Process for procurement of Consulting Services.
Public Procurement Regulation	Law or legal regulation established by the state of the PEA for the public procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services in the Partner Country.
Request for Application ("RfA")	Set of documents inviting potential Applicants to submit their evidence of qualification to perform the Contract.
Request for Proposal ("RfP")	Set of documents inviting prequalified Applicants, interested or preselected Persons, as the case may be, to submit a Proposal.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Single-Stage Selection	Tender Process in which Persons submit their evidence of qualification together with their technical and financial Offer.
Standard Tender Documents ("SDO")	Set of Tender Documents issued by KfW for procurement in KfW-financed Projects.
Subcontractor	Person to whom the Contractor subcontracts parts of the Contract while remaining responsible to the PEA during the Contract performance.

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<b>Tender Document(s)</b>	RfA, ITB and RfP, including Draft Contract as well as any clarification or amendment thereof during the Tender Process.
<b>Tender Procedure</b>	Type of procedure (e.g. ICB, NCB, LCB Direct Award) undertaken to approach Persons for the procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services.
<b>Tender Process</b>	Process carried out to procure Consulting Services, Works, Goods, Plant or Non-Consulting Services, starting with the publication of a tender notice/invitation to submit an Offer, as the case may be, and ending with Award of Contract or cancelation of a Tender Process.
<b>Terms of Reference ("ToR")</b>	Description of the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the PEA and the Contractor, and expected results and deliverables of a Consulting Services Contract.
<b>Two-Stage Selection</b>	Tender Process which is divided into two consecutive stages with an upstream Prequalification.
<b>Works</b>	Construction, repair, rehabilitation, deconstruction, restoration and maintenance of civil work structures as well as related services, e.g. transportation, installation, commissioning and training.

## 1. Scope of Application and Procurement Framework

### 1.1 Scope of Application of the Guidelines

These Guidelines apply to the procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services by the PEA in projects and programmes financed in full or in part by KfW<sup>1</sup>. The Guidelines are applicable as well if funding is made available as follows:

- (1) In the case of mandates, unless where otherwise agreed with the provider of the mandate funds;
- (2) in the case of co-financing by KfW and one or several other development partners. However, in such an event, the Guidelines may be, in all or in part, replaced by rules set out jointly with other development partners prior to any procurement procedure<sup>2</sup>;
- (3) in the case of advanced tendering as per Article 1.6.7;
- (4) in the case of Contracts pre-financed by the PEA as per Article 1.6.8
- (5) in the case of indirect financing (e.g. budget support, policy-based lending, result-based lending or joint programs and funds including multi donor trust funds) as per Article 1.6.9;
- (6) in certain cases of funding to financial intermediaries (e.g. regional or national development banks or funds or specialised financial institutions) for the financing of economic or social infrastructure by final beneficiaries or borrowers as per Article 5.2. The Guidelines do not apply if the financial intermediary on-lends the funding to private borrowers which bear the financial risk.

In accordance with the Funding Agreement the Guidelines are binding on the PEA and any other entity officially in charge of procurement. The Guidelines apply without prejudice to the Public Procurement Regulation or other applicable local laws and regulations. In the case of a conflict between the Guidelines and the Public Procurement Regulation or other applicable local laws and regulations the PEA undertakes to inform KfW of its own accord and without undue delay in order to agree on provisions prior to any procurement that best preserve the basic principles as outlined in Article 1.2.1.

### 1.2 Fundamental Arrangements

#### 1.2.1 Basic Principles

The Guidelines reflect the following basic principles which apply in KfW-financed procurement in accordance with internationally recognised practices:

##### Competition

Procurements must be carried out on the basis of competitive bidding. The procedures to be chosen for the procurement must address the maximum number of potential Applicants/Bidders.

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1 The Guidelines apply analogically to KfW's procurement in its own name up to the applicable EU procurement thresholds.  
2 In particular, KfW is party to a partnership agreement with Agence Française de Développement (AFD) and the European Investment Bank (EIB) in the context of the Mutual Reliance Initiative (MRI).

### **Fairness**

Potential Applicants/Bidders must be given equal opportunity to participate in a Tender Process. Unequal treatment of (potential) Applicants/Bidders must be prevented.

### **Transparency**

The Tender Process must be thoroughly documented. Such information must be made available to all parties involved in accordance with their respective right to information.

### **Confidentiality**

All procurement-related information is confidential. Only the parties involved shall have access to the relevant information in accordance with their respective right to information.

### **Economic Efficiency and Sustainability**

In the interest of an efficient use of funds provided by KfW the aim of procurements is to award Contracts to Bidders with the best cost-performance-ratio. The Tender Process must take into account criteria that reflect not only the price, but also quality as well as technical and sustainability aspects.

### **Proportionality**

The basic principles set out above must be applied appropriately, taking into consideration all relevant circumstances and the balance of interests during the respective Tender Process.

#### **1.2.2 Responsibility for Procurement and Contract Performance**

The PEA is responsible for the preparation and implementation of the procurement and the administration and performance of the Contracts. The relationship between the PEA, Applicants/Bidders and Contractors is exclusively governed (i) by the Tender Documents, (ii) the respective Contract and (iii) applicable laws and regulations.

KfW provides financing pursuant to the terms and conditions as set out in the Funding Agreement. No contractual relationship shall be deemed to exist between KfW and any third party other than the PEA. Any communications which may be exchanged between any third party and KfW in the context of a project shall not constitute and shall not be interpreted as constituting any undertaking or a stipulation by KfW in favor of such a third party.

KfW may suspend or terminate a Funding Agreement without the Contractors being informed beforehand and without being entitled to claim from KfW any direct right to the amounts which, as the case may be, originate from such financing.

Unless otherwise agreed in the Funding Agreement, the PEA undertakes to retain and to make available to KfW (or an agent appointed by KfW) for a period of at least six (6) years from the date of fulfilment or termination of a Contracts records and documents relating to the Tender Process and the implementation of the Contract, in particular those documents which are subject to KfW's No-Objection as per Article 1.6.3.

#### **1.2.3 Declaration of Undertaking**

The PEA and the respective Contractor (including all JV partners and proposed or engaged Subcontractors under the Contract) shall observe the highest standard of ethics and respect social and environmental standards during the Tender Process and the implementation of a Contract. The PEA shall require Applicants/Bidders to provide a duly signed Declaration of Undertaking as part of any Application, Offer and Contract (see Appendix 1). In the case of co-financing, the

Declaration of Undertaking may be replaced by a specific statement approved by all co-financiers prior to any Tender Process.

Should the Declaration of Undertaking not be provided or should the declarations or commitments by Applicants, Bidders or Contractors included therein not be complied with, KfW is entitled to take further measures in accordance with Articles 1.3.2 and 1.3.3.

#### 1.2.4 KfW's Standard Tender Documents

KfW provides a set of Standard Tender Documents (SDO) for use in Projects with financing from KfW and highly recommends the use thereof, especially in the case of ICB in order to ensure an efficient Tender Process in compliance with the Guidelines. If the PEA is obliged to use Tender Documents others than KfW's SDOs, the PEA has to ensure compliance with the provisions of the Guidelines in particular as per Article 1.5 and the general requirements included in Appendix 5.

### 1.3 Eligibility Criteria

#### 1.3.1 Rules of Nationality and of Origin

Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.

#### 1.3.2 Grounds for Exclusion

Applicants/Bidders (including all members of a JV and proposed or engaged Subcontractors under the Contract) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of Contract, they:

- (1) are bankrupt, being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
- (2) have been:
  - a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practise during any Tender Process or the performance of any Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their DoU which shows that this conviction is not relevant in the context of the respective KfW financed Contract;
- (3) have been subject, within the last five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless (i) this termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against them;
- (4) have not fulfilled applicable fiscal obligations regarding payments of taxes either the country where they are constituted or the PEA's country;



- (5) are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individuals available on the World Bank's website or any other multilateral development bank, and cannot demonstrate with supporting information along with their DoU that the exclusion is not relevant in the context of the relevant KiW financed Contract;
- (6) have given a misrepresentation in supplying the information requested by the PEA as condition to participation in the Tender Process of the relevant Contract.

The Procurement Documents issued by the PEA shall include the above exclusion criteria.

### 1.3.3 Conflict of Interest

Applicants/Bidders (including all members of a JV and proposed or engaged Subcontractors under the Contract) shall be disqualified in a procurement process if they:

- (1) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (2) have a business or a family relationship with a PEA's staff involved in the Procurement Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (3) are controlled by or control another Applicant or Bidder or are under common control with another Applicant or Bidder, receive from or grant subsidies directly or indirectly to another Applicant or Bidder, have the same legal representative as another Applicant or Bidder, maintain direct or indirect contacts with another Applicant or Bidder which allow them to have or give access to information contained in the respective applications or Offers, to influence them or influence the decisions of the PEA;
- (4) in the case of a Tender Process for Consulting Services:
  - a) are engaged in a Consulting Services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
  - b) were directly involved in drawing up the ToR or other relevant information for the Tender Process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the ToR was not part of the activity.
  - c) were during the last 12 months prior to publication of the Tender Process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA and are or were able in this connection to influence the Award of Contract.
- (5) in the case of a Tender Processes for Goods, Works, Plant or Non-Consulting Services:
  - a) prepared or have been associated with a consultant who prepared specifications, drawings, calculations and other documentation for the Tender Process;
  - b) have been recruited or are proposed to be recruited, themselves or any of their affiliates, to carry out Works supervision or inspection for this Contract.

are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

## 1.4 Sanctionable Practice

The PEA and the Contractors (including all members of a JV and proposed or engaged Subcontractors under the Contract) must observe the highest standard of ethics during the Tender Process and the implementation of the Contract. To such end the PEA undertakes to:

- (1) include provisions in all Tender Documents and Contracts financed in whole or in part by KfW whereby the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that in the case of being awarded a Contract they will not engage in any Sanctionable Practice;
- (2) include in the Contracts, a provision pursuant to which the Contractors must permit KfW and in the case of financing by the European Union also to European institutions having competence under European law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project relating to the Tender Process and the performance of the Contract and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (1) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (2) declare misprocurement and exercise its rights on the ground of the Financing Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or execution of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

## 1.5 Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social (including issues of sexual exploitation and abuse and gender based violence), Health and Safety (ESHS) standards. As such KfW has elaborated Sustainability Guidelines<sup>3</sup>, in line with relevant World Bank/IFC standards, defines a common binding framework to incorporate ESHS standards into the planning, appraisal, implementation, and monitoring of projects financed by KfW.

To assist the PEA during the Tender Process and the implementation of individual Contracts, KfW provides SDOs for ICB procedures which include the relevant ESHS requirements, which need to be adapted to the specific ESHS risks of the individual Contract. The relevant results of an environmental and social impact assessment (ESIA), an environmental and social management or commitment plan (ESMP/ESCP) or any other document dealing with ESHS risk mitigation in the respective project elaborated during project preparation, shall be taken into account in the preparation of the Tender Documents<sup>4</sup>.

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3 For further details please see KfW's Sustainability Guidelines on [https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Nachhaltigkeitsrichtlinie\\_EN.pdf](https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Nachhaltigkeitsrichtlinie_EN.pdf)

4 This applies to projects/programmes appraised after January 1st 2019 only

If the PEA is obliged to use other Tender Documents than the SDOs, the PEA has to ensure compliance with the ESHS requirements contained therein by integrating the respective ESHS requirements with project specific adaptations into its own Tender Documents.

The PEA ensures that Contractors undertake in the respective Contract to:

- (1) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items for the Contract comply with international environmental and labour standards, consistent with applicable laws and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organization<sup>5</sup> (ILO) and international environmental treaties; and
- (2) implement any environmental and social risk mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan/framework (ESMP/ESMF) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

The above-mentioned undertakings by Applicants, Bidders and Contractors are part of the Declaration of Undertaking as per Appendix 1.

## 1.6 Monitoring and Review by KfW

### 1.6.1 General

KfW monitors compliance of the Tender Processes with the provisions of the Guidelines and provides No-Objection as outlined below. A No-Objection by KfW shall not relieve the PEA from its contractual obligations under the Funding Agreement.

### 1.6.2 Procurement Plan

The PEA is required to establish as part of the Funding Agreement a Procurement Plan and implement it accordingly. The Procurement Plan shall identify as far as possible the respective Tender Processes for all KfW-financed Contracts. The initial Procurement Plan shall cover the whole project period and provide details for at least the first 18 months as of the Funding Agreement date. The Procurement Plan shall be reviewed and, if necessary, revised thereafter annually and shall be submitted timely to KfW for No-Objection of the revised version. The Procurement Plan template is enclosed in Appendix 2.

### 1.6.3 No-Objection - Prior Review

For Tender Processes above the ICB thresholds as per Article 2.1.1 prior review by KfW as outlined below is mandatory. Before publication or notification to third parties, and preferably before any communication for approval to a national regulatory or supervisory public procurement entity, the PEA shall submit to KfW the documents below as far as applicable in the respective Tender Process. KfW issues No-Objection notices if the proposed documents and decisions comply with the Guidelines:

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<sup>5</sup> In the case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

- (1) Tender Notice(s) (specimen see Appendix 3);
- (2) Request for Application, including evaluation details (specimen see Appendix 5);
- (3) evaluation report of Prequalification, including opening minutes (specimen see Appendix 6);
- (4) Request for Proposal or Invitation to Bid, including evaluation method and criteria-(specimen see Appendix 5);
- (5) evaluation report of Offers, including opening minutes; in the case of separate evaluation of the technical and financial Offer, the technical evaluation report shall be sent to KfW for No-Objection before opening of the financial Offers (specimen see Appendix 6);
- (6) if applicable, request for pre-award discussions with the next ranked Bidder and for cancellation of the Tender Process with appropriate justification and proposal for further action (details see Article 2.5.15);
- (7) prior to Award of Contract, the draft Contract (including the Declaration of Undertaking); and
- (8) if applicable, prior to its signature, any subsequent Contract amendments.

If standardised Tender Documents are used for several similar Tender Processes throughout a project, KfW's individual No-Objections to the documents listed above under (1), (2) and (4) may be replaced by one common No-Objection to a standardised version of the respective Tender Documents.

#### 1.6.4 No-Objection - Simplified Review

For Tender Processes below the ICB threshold KfW may agree on a simplified review instead of prior review as per Article 1.6.3 if KfW is satisfied with the applicable tender documents and modalities.

In a simplified review KfW provides No-Objection to the Tender Process upon submission of the draft Contract. In the case of serial procurement using the same Tender Documents and Contract specimen KfW may, after review and No-Objection to the first Tender Process, agree to replace the No-Objection by regular procurement audits or reviews.

#### 1.6.5 No-Objection - Post Review

KfW does not provide No-Objection based on a post review of the Tender Process after Award of Contract except for special financing modalities (e.g. disposition fund, prefinanced contracts as per Article 1.6.8).

#### 1.6.6 Renewed No-Objection

Amendments, modifications or clarifications to the documents or decisions as per Articles 1.6.2. to 1.6.5. taking place after KfW's No-Objection to it require KfW's renewed No-Objection if they have significant implications on the project budget, the cost estimate of the Contract, on competition, the agreed technical overall concept, the terms of an assignment or the time schedule of the Tender Process or the implementation of the Contract.

#### 1.6.7 Advance Tendering

Advance tendering means that the PEA initiates the Tender Process prior to the finalisation of the underlying Funding Agreement. If KfW has agreed upon a written request to advance tendering, KfW will issue provisional No-Objections. The No-Objections shall become effective if and only when the respective Funding Agreement enters into force, it being understood that such provisional

No-Objection may under no circumstances be understood to constitute a commitment by KfW to finance the Contract, which remains strictly conditional upon the signing of the Funding Agreement.

#### 1.6.8 Prefinanced Contracts

In certain cases, the PEA may have awarded a Contract and financed it in whole or in part without any involvement by KfW beforehand. KfW may agree to finance or reimburse the PEA for payments made under such a Contract. In such a case the PEA is required to demonstrate to the satisfaction of KfW that the Contract to be financed or reimbursed has been procured in compliance with the basic principles as outlined in Article 1.2.1 of the Guidelines. The PEA shall further provide a formal statement on the absence of any cases of Sanctionable Practice during the Tender Process or the performance of the Contract as well as on the eligibility of the Contractor under the Guidelines. In the event that during the Tender Process complaints have been made or during Contract execution claims by the Contractor have been made, KfW's funding shall only be granted if the PEA provides written evidence that such complaints have been handled to the full satisfaction of KfW and that Contractor's claims are reasonable.

#### 1.6.9 Indirect Financing

In addition to the financing of direct investments in projects or programmes in which individual contractual content (e.g. Consulting Services, Works, Plant, Goods, Non-Consulting Services) is procured, KfW supports other forms of indirect funding for infrastructure and non-infrastructure programmes (e.g. budget support, policy-based lending, result-based lending or joint programs and funds including multi donor trust funds). Under these forms of funding the transfer of funds is linked to the achievement of pre-defined goals or disbursement-linked indicators. The funds thus transferred are managed in accordance with the budgetary procedures of the partner country and/or the PEA generally without monitoring of individual Tender Processes.

Unless otherwise agreed, a fiduciary review of the procedures including the procurement system of the partner country and/or, the procedures and the capacities of the PEA by KfW take place prior to the signing of the Funding Agreement on the basis of the basic principles as outlined in Article 1.2.1 of these Guidelines. An overall positive result of this review is a precondition for indirect financing. Depending on the nature of the operation and the outcome of the review KfW may request the PEA to implement remedial actions and/or may intensify its monitoring.

#### 1.6.10 Sanctions by KfW for Misprocurement

Without prejudice to sanctions set out in Article 1.4. above in the case of an act of Sanctionable Practice, should the KfW reviews reveal at any time the non-compliance with the provisions of the Guidelines by the PEA, KfW is entitled to declare misprocurement and to exercise any of its rights under the Funding Agreement. Where appropriate KfW is entitled to cancel the part of the funds allocated to contracts which have not been procured in compliance with the provisions and is entitled to reimbursement or early repayment in full or in part.

For the avoidance of doubt, if a Contract is awarded following a No Objection, KfW is still entitled to declare misprocurement and to take the measures set out herein if it subsequently turns out that KfW's No-Objection was issued on the basis of incomplete, inaccurate or misleading information provided by the PEA, or that the terms and conditions of the Contract were modified without KfW's No-Objection.

## 2. General Provisions for the Tender Process

### 2.1 Tender Procedures

The following types of Tender Procedures - in descending order of their level of competition - are available:

- International Competitive Bidding (ICB)
- National Competitive Bidding (NCB)
- Limited Competitive Bidding (LCB)
- Price Quotation
- Direct Award

All Contracts with an estimated value above the thresholds as per Article 2.1.1. shall be subject to International Competitive Bidding as standard procedure unless exceptions as per Article 2.1.2 to 2.1.5 apply. In any case, a Tender Procedure with a higher level of competition than requested as per Article 2.1.2 until 2.1.5 may be applied at the PEA's discretion.

The choice of Tender Procedure shall be outlined in the Procurement Plan.

#### 2.1.1 International Competitive Bidding

In the case of ICB, the Tender Notice is published internationally to attract international Persons to participate in the Tender Process. Contracts with an estimated value<sup>6</sup> above the thresholds below (ICB thresholds) shall be subject to ICB:

- 5,000,000 EUR (five million Euro) for procurement of Works or Plant
- 1,000,000 EUR (one million Euro) for procurement of Goods; and
- 200,000 EUR (two hundred thousand Euro) for procurement of Consulting and Non-Consulting Services.

#### 2.1.2 National Competitive Bidding

In the case of NCB, the Tender Notice is published nationally. However, international Persons shall not be excluded from participation. NCB may be chosen for estimated Contract values below the ICB thresholds and exceptionally in duly justified cases for estimated Contract values above the ICB thresholds, provided that

- (1) adequate competition in terms of quantity and quality on national level is expected and
- (2) the Contract is most likely not of interest on international level in view of the scope of the Contract and its implementation conditions (e.g. project size, logistical reasons, price level).

#### 2.1.3 Limited Competitive Bidding

In the case of LCB, the Tender Process is restricted to a limited number of preselected, qualified Persons, which are invited to submit an Offer.

Not less than three qualified Persons shall be requested to submit an Offer. To this end, the PEA will present to KfW a list of the proposed Persons from which Offers will be solicited plus a cost estimate and will demonstrate their qualification for the envisaged activity i.e. overall experience,

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<sup>6</sup> Amounts are inclusive of any options and net of value added taxes (VAT). KfW might exceptionally agree to increased ICB thresholds in duly justified cases

human resources, financial resources and expertise in relation to the subject of the Contract. Where insufficient information is available, Bidders shall be requested to submit such qualification details together with the Offers solicited.

LCB may be chosen

- (1) for Contract amounts below the ICB thresholds if a NCB Tender Procedure would be inappropriate in view of the Contract amount and this is permitted by the Public Procurement Regulation or,
- (2) for Contract amounts above the ICB thresholds if only a very limited number of Persons is capable of meeting the requirements of the Contract content and this can be demonstrated by extensive market knowledge or,
- (3) a fair competition is unlikely in view of the respective market situation (e.g. profit versus non-profit organisations) independent of the Contract amount.

#### 2.1.4 Price Quotation

In the case of Price Quotation, at least three preselected qualified Persons are requested to submit an Offer. The request for quotation shall specify the technical requirements, other relevant information and the evaluation method. The selection of the Contractor is generally based on the lowest price evaluation method.

Price Quotation may only be chosen for the procurement of highly standardised commercially obtainable off-the-shelf Goods and Non-Consulting Services, that do not require elaborated specifications/task descriptions by the PEA, nor elaborated technical Offers by the Bidders (e.g. standard vehicles, office supplies, standard computer hard- and software, transport and distribution of Goods, topographical survey, food supplies). The composition of the Bidders to be invited shall ensure a fair competition, i.e. preferably only local or only international Bidders.

#### 2.1.5 Direct Award

In the case of Direct Award, only one preselected, qualified Person is invited to submit an Offer on the basis of a functional description, a specification or terms of reference, as the case may be, elaborated by the PEA.

The PEA shall verify the appropriateness and competitiveness of the Offer as well as the Contract to be concluded and demonstrate the qualification of the selected Bidder. The outcome of this verification procedure must be documented in writing.

Direct Award may be chosen in particular in the following cases:

- (1) Amendment of existing contracts, that means if
  - a) the total aggregate amount of the amendments is significantly lower than the initial Contract value (as a general rule less than 25 % of the initial Contract value), or the amendment does not justify a new competitive Tender Process, and
  - b) the nature and scope of the amendment does not result in a substantial modification of the initial Contract content;
- (2) In follow-on phases of a project, if all the following criteria are fulfilled
  - a) where attention was drawn to this potential follow-on phase in the precedent Tender Documents,
  - b) provided that the first Contract was awarded on a competitive basis,

- c) the Contractor's performance in the previous phase is satisfactory, and
  - d) the specifications or the terms of reference are largely identical;
- (3) Following a cancellation of a Tender Process as per Article 2.5.15, provided
- a) no fundamental changes have been made to the original terms and conditions of the Contract, and
  - b) a further competitive tender procedure is unlikely to produce appropriate results;
- (4) For reasons for extreme urgency,
- a) brought about by unforeseeable events not attributable to the PEA (e.g. in the cases of natural disaster, crisis or conflict), and
  - b) where it is impossible to comply with the time limits set for the other procedures and laid down in Articles 2.4.10;
- (5) Unique selling point, that means, if due to a specific combination of expertise and experience required, technical reasons/features or the protection of exclusive rights (e.g. patent, copyright), the Contract can only be performed by a specific Person;
- (6) Contracts with an estimated Contract amount below 20,000 EUR (twenty thousand Euro).

## 2.2 Two-Stage and Single-Stage Selection

During a Tender Process in general Bidders are required to submit the following documents

- (1) Evidence of qualification
- (2) Technical part of an Offer and
- (3) Financial part of an Offer

either in a single stage or in two stages.

### Two-Stage Selection

In a Two-Stage Selection the Tender Process is divided into two consecutive stages:

In the first stage, the Prequalification, Applicants are required on the basis of a Request for Application (RfA) to demonstrate their qualification in terms of experience, capacity and resources to perform the Contract. Applicants which fulfil the requirements as per RfA are considered prequalified.

In the second stage prequalified Applicants are invited to submit a technical and financial Offer.

### Single-Stage Selection

In a Single-Stage Selection the Tender Process is conducted in one stage, which means Bidders submit their evidence of qualification together with the technical and financial Offer.

Apart from that, the same criteria as laid down for the Two-Stage Selection apply.

### Selection Methods in different Tender Procedures

In the case of ICB and NCB both selection methods are applicable, and in the case of LCB, Price Quotation and Direct Award only the One-Stage Selection method applies.



For further details see Article 3.2 concerning selection methods for the procurement of Consulting Services, and Article 4.2 concerning selection methods for the procurement of Works, Goods, Plant and Non-Consulting Services.

### 2.3 One-/Two-Envelope Submission of Offers

The term one-/two-envelope submission refers to the way the technical and financial part of the Offer are submitted, either in one or in two separate envelopes. In a single stage selection without prior prequalification the technical part of the Offer includes the Bidder's evidence of qualification.

The submission form depends on the evaluation method as described in Article 3.4 and 4.4. Generally, one-envelope submission is adequate, if the evaluation is based on the lowest price. Two-envelope submission is required, if the Bidder's technical Offer is evaluated on a point-system. In such case, the technical Offer is opened and evaluated first while the financial Offer remains unopened which allows for an unbiased evaluation of the technical Offer. Upon finalisation of the technical evaluation the financial Offers of those Bidders who fulfilled the technical requirements indicated in the Tender Documents will be opened and evaluated further.

The financial Offers of the Bidders who did not fulfil the technical requirements remain unopened and shall be sent back to the Bidders or, if agreed upon, deleted in compliance with legal data protection requirements.

### 2.4 Preparation of the Tender Process

The following provisions shall be observed during the preparation of the Tender Process. The Tender Documents shall reflect the key information as of the latest version of the Procurement Plan.

#### 2.4.1 Standard Tender Documents and Draft Contract

The PEA is encouraged, especially in the case of an ICB, to use the SDOs (see Article 1.2.4 and 1.5). If the PEA is obliged to use other Tender Documents the RfA, RfP and ITB shall at least include the items as per Appendix 5.

Tender Documents shall include a draft Contract or at least inform on the major contractual and commercial conditions (e.g. payment terms, required guarantees, applicable law, provisions for price adjustment, if any, defects liability period, force majeure), which adhere to the contractual provisions as per Appendix 7.

#### 2.4.2 Standards and Technical Specifications, Brand Names

Standards and technical specifications shall be designed to ensure quality and performance of the contractual content while promoting the broadest possible competition. In the case of an ICB, the Tender Documents shall specify internationally accepted and widespread standards, e.g. ISO/IEC or EN based standards. If such international standards do not exist or are inappropriate, national standards may be specified. In all cases, the Tender Documents shall state that equipment, material, or workmanship meeting other standards that are at least substantially equivalent to the specified standards will also be accepted.

Specifications shall be based on relevant technical characteristics and/or performance requirements. References to brand names, catalogue numbers, or similar classifications shall be avoided. If it is justified to specify a brand name or catalogue number of a particular manufacturer to clarify an otherwise incomplete specification, the words 'or equivalent' shall be added after such

a reference to permit the acceptance of Offers for Goods that have similar characteristics and performance at least substantially equivalent to those specified.

#### 2.4.3 Registration and other Administrative Requirements

In the case of ICB the Tender Documents shall provide for foreign participants in Tender Process the possibility of submitting documentary evidence of an equivalent nature to those required in the PEA's country. The registration of an Applicant/Bidder or the presentation of administrative documentary evidence in the country in which the Contract is implemented may be a condition precedent to the Award of Contract (in such case, this shall be stipulated in the Tender Documents), but the absence of documentary evidence at the stage of Prequalification or Submission of an Offer should not lead to an automatic rejection of the Application/Offer.

#### 2.4.4 Joint Ventures

Applicants/Bidders may form JVs with domestic and/or foreign Persons to enhance their qualifications and capabilities. A JV may be for the long term (independent of any particular Contract) or for a specific Contract. Joint Ventures of Applicants/Bidders without joint and several liability of the partners are not acceptable. Applicants/Bidders shall be free to select their JV partners.

#### 2.4.5 Language

In the case of procurement under ICB Tender Documents and Offers shall be prepared in one of the following four international languages at the PEA's discretion: English, French, Spanish or Portuguese. If the national language is different from these international languages, the Tender Documents may also be published in the national language<sup>7</sup> and Applicants/Bidders may be permitted to submit the documents in the national language in addition to the international language version. However, in the case of discrepancies, the text in the international language version of the documents shall prevail. The same applies to the Contract to be concluded and which shall be signed and binding in the international language only.

In the case of procurement under NCB, Tender Documents, Applications/Offers and the Contract to be concluded may be in the national language of the Partner Country only, if different from the four international languages. In such a case the PEA has the responsibility to furnish to KfW an accurate translation of documents subject to KfW's No-Objection in one of the four international languages, unless otherwise agreed.

#### 2.4.6 Currencies

The Tender Documents shall specify the currencies of the Offers, preferably EUR or the currency of the Funding Agreement. The PEA may specify in the Tender Documents that the part of the Offer reflecting local costs (to be incurred in the PEA's country) can be priced in local currency.

For the purpose of Offer evaluation and comparison, the Tender Documents shall indicate an official source for the exchange rates and a reference date (usually prior to the deadline for the submission of bids or proposals) which shall be used to convert all Offers into one currency.

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<sup>7</sup> The PEA bears responsibility for the translation and, if applicable, the respect of the copyright.

#### 2.4.7 Taxes and Duties

The PEA shall inform Bidders in the Tender Documents on relevant regulations on local taxes and public duties in the Partner Country or if Contractors and its staff are exempted from local taxation. Only identifiable local taxes and public duties directly attributable to a Contract shall be considered. Taxes and duties to be paid outside the Partner Country by the Contractor and its staff are considered to be included in the overhead cost calculation.

In general, Bidders shall indicate in their Offer separately the provisional sums for taxes and duties to be paid in the Partner Country and these provisional sums shall not be considered in the financial evaluation.

The Contract concluded with the winning Bidder shall reflect the relevant provisions of the Tender Documents including the handling of taxes, the mode of payment and remuneration of local taxes and public duties as well as provisions for changes in the relevant national legislation after Contract Award (for details see Appendix 7).

#### 2.4.8 Guarantees and Securities

Any advance payment by the PEA is conditional upon the Contractor submitting an advance payment guarantee for the same amount under terms accepted by the PEA and should not exceed twenty (20) percent of the Contract amount. The PEA may, however, in agreement with KfW, decide to waive this condition depending on the nature or the volume of the Contract and, subject to this being specified in the Tender Documents.

A bid security, a performance security and a retention money security in accordance with the usual business practice of the particular sector are generally required in the case of Works, Plant, Goods and Non-Consulting Services Contracts but generally not in the case of Consulting Services Contracts (details and specimen see Appendix 7 and 8).

#### 2.4.9 Fees for Tender Documents

If a fee is charged for the Tender Documents, it shall be reasonable and reflect only the effective cost of their printing and delivery to prospective Applicants/Bidders.

#### 2.4.10 Submission Deadlines

In order to allow Applicants/Bidders to carefully prepare their Application/Offer and to arrange the shipment in time, especially for international Applicants/Bidders, the minimum time periods for the submission of Applications and Offers in ICB Tender Procedures shall be as follows:

- (1) preparation of an Application (from the date of the publication of the latest tender notice until the Application submission deadline): minimum 30 calendar days; and
- (2) preparation of a technical and financial Offer (from the date of the publication of the tender notice or the sending of the RfP/ITB to the Bidders or prequalified Applicants until the deadline for submission of Offers): minimum 45 calendar days.

In the case of complex Contracts, the minimum time for the preparation of a technical and financial Offer shall be increased appropriately. In duly justified cases (e.g. intensive clarifications or amendments to Tender Documents) a prolongation of the submission period may be granted, however such an extension should not take place later than 10 calendar days before the submission deadline. Tender Documents shall be made available during the entire submission period.

Any reduction of the above-mentioned minimum time periods for the submission of Applications and Offers require KiW's prior No-Objection.

In the case of an NCB the relevant provisions of the Public Procurement Regulation applies, in the case of LCB the deadline for submission of Offers may be reduced appropriately, but should be no less than 20 calendar days. Consequently, the deadline for clarification requests shall be adapted accordingly. For Price Quotation and Direct Award, the submission deadline shall be appropriate in relation to the contractual content.

Applications/Offer received after the submission deadline shall be rejected, unless late submission was due to events of force majeure (e.g. natural disasters, war). Late submission due to courier services and/or custom clearance shall not be considered as events of force majeure.

#### 2.4.11 Domestic Preference

If applicable laws require the PEA to revert to domestic preference, KiW may agree to it, on the condition that

- (1) it is conducted in a fully transparent manner by applying a margin of preference for Goods produced locally, or for contractors for Works from the PEA's country, and that it is expressly provided for in the Tender Documents, and
- (2) it shall not lead to a de facto exclusion of foreign competition.

In any case, the domestic preference margin shall not exceed 15 % of the import price excluding taxes in the case of procurement of Goods or 7.5 % of the price in the case of procurement of Works and shall not be applicable to Consulting Services.

## 2.5 Execution of the Tender Process

The following provisions shall be observed during the execution of the Tender Process.

### 2.5.1 Publication of Tender Notice

In the case of ICB and NCB the PEA shall arrange a public tender notice, inviting Persons to participate in a Tender Process. The tender notice shall contain at least a brief summary of the tender content and timelines (see Appendix 3). The tender notice is regarded as the official start of a Tender Process.

Tender notices for ICB procedures are mandatorily to be published on the GTAI website, [www.gtai.de](http://www.gtai.de), and on a national level in accordance with the applicable Public Procurement Regulations.

Tender notices for NCB procedures shall be published at national level in accordance with the applicable Public Procurement Regulations.

The publication of tender notices may be in electronic or printed form and be complemented by publication in specialised media. However, the publication of tender notices in different media shall be made at the same time and in no case prior to GTAI's publication.

LCB, Price Quotation and Direct Award procedures do not require the publication of a tender notice.

For the minimum content of a Tender Notice see Appendix 3.

### 2.5.2 Communications, Clarification of Tender Documents and Pre-Bid Meeting

Communications between the PEA and (potential) Applicants/Bidders during the different stages of the Tender Process shall be in writing<sup>3</sup> and the PEA shall treat information relating the examination, clarification, and evaluation of Applications/Offer in such way as to avoid disclosure of their contents to any other (potential) Applicant/Bidder participating in the Tender Process, or any other party not authorised to have access to this type of information, until the PEA notifies the outcome of the evaluation of Applications/Offer, in accordance with the procedures in the applicable Tender Documents.

Potential Applicants/Bidders may request clarifications to the Tender Documents prior to the deadline for clarification requests stated in the Tender Document. Requests shall be sent in writing to the PEA's address indicated in the Tender Documents. Any other enquiries or interventions by Applicants/Bidders are prohibited and will lead to the exclusion of the Applicant/Bidder.

The PEA's response to a request for clarification shall not disclose information which might give an unfair advantage. Any modification to issued Tender Documents shall be introduced in the form of an addendum to the Tender Documents. All clarifications and addenda of Tender Documents shall be in writing. They shall be sent simultaneously to each recipient of the original Tender Documents or published in the same medium as the tender notice in sufficient time to enable potential Applicants/Bidders to take appropriate action, which means no later than ten (10) calendar days prior to the submission deadline as per Article 2.4.10.

The Tender Documents may state that a pre-bid meeting and/or site-visit for all potential Bidders will be organised by the PEA during the bid submission period in order to obtain on-site information or for the inspection of the available documents. These meetings are exclusively intended to familiarise potential Bidders with the site conditions and the available working documents and shall under no circumstances provide any competitive advantages. The PEA shall keep a written record of such meetings.

### 2.5.3 One Application/Offer per Applicant/Bidder

Applicants/Bidders (including individual members of any JV) shall submit only one Application/Offer, either in their own name or as part of a JV in another Application/Offer. If an Applicant/Bidder, including any JV member, submits or participates in more than one Application/Offer, all Applications/Offer concerned shall be rejected.

Subcontractors may participate in the capacity as Subcontractor in more than one Application/Offer, unless competition would be adversely affected, and this is reflected in the Tender Documents. However, if a Subcontractor's qualification has been taken into account for the qualification of an Applicant this Subcontractor shall only participate in the respective Proposal. If a Subcontractor submits an Application/Offer in its own name, all Applications/Offer concerned shall be rejected.

Key Experts in Proposals for Consulting Services shall not participate in more than one Proposal, unless competition would be adversely affected, and this is reflected in the Tender Documents. In the case the same Key Expert<sup>9</sup> appears in more than one Proposal, all Proposals concerned shall

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<sup>3</sup> The term "in writing" means communicated or recorded in written form. It includes, e.g. mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).

<sup>9</sup> An individual (natural Person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Subcontractor in this context.

be rejected unless a bidder can demonstrate to have obtained the exclusive right of the respective Key Expert to include its curricula vitae in the proposal before the submission deadline has passed.

#### 2.5.4 Opening of Applications/Offers

The opening of Applications/Offers shall in any case be conducted by a committee consisting of at least two independent members.

In the case of procurement of Works, Goods and Plant the opening of Applications/Offers shall be conducted in public in the presence of representatives of the Applicants/Bidders that wish to attend. Such a meeting shall be held very shortly after the deadline time for the submission of the Applications/Offers at the place and time specified in the Tender Documents. The opening shall take place regardless of the number of Applications/Offers received, provided that the Applications/Offers are received before end of the Application/Offer submission deadline.

When documents (evidence of qualification, technical and financial Offer) are to be submitted in separate envelopes with subsequent evaluation, an opening session shall take place for each envelope. The opening of the second envelope requires KfW's prior No-Objection to the evaluation result of the preceding envelope, unless otherwise agreed.

In the public opening session, the following shall be read aloud:

- the name of the Applicant/Bidder and

at the public opening of the financial Offers

- the price of the Offer,
- including any alternative Offers or discounts.

For each (public or non-public) opening session minutes shall be prepared and signed by all members of the committee, and optionally by the representatives of the Bidders that wish to do so.

#### 2.5.5 Preliminary Examination of Applications/Offers

The preliminary examination is to verify if the Applicants/Bidders are eligible and if the Applications/Offers received are substantially complete as required by the Tender Documents before proceeding to the detailed evaluation. Applications/Offers from non-eligible Applicants/Bidders or that are not substantially complete shall be rejected. Applications/Offers shall not be rejected for minor technical or administrative nonconformities.

#### 2.5.6 Evaluation of Evidence of Qualification

Following the preliminary examination, the next step in the evaluation of an Application/Offer is the Applicant's/Bidder's evidence of qualification. Depending on the nature of the Contract the evaluation of the qualification might be on a pass/fail basis and/or through a scoring system.

##### Qualification of Applicants/Bidders

The evaluation of the evidence of qualification focuses solely on the respective Applicant/Bidder and shall not take into account any qualifications of its subsidiaries, parent entities, affiliates or any other Person different from the Applicant/Bidder, unless they are associated in the form of a JV with joint and several liability. Exceptionally an Applicant/Bidder with insufficient financial track record (e.g. start-up or spin-off companies) can demonstrate its financial qualification by presenting a legally binding letter of comfort of a financially sound parent company (to be demonstrated).

##### Qualification of Subcontractors

The qualification of Subcontractors is usually not taken into account unless the Applicant explicitly requests for it. In such a case the Applicant is obliged to include the respective performance of the Subcontractor bindingly in the Offer as indicated in the Application.

#### Modifications after Submission of Application

In the case of Two-Stage Selection, prequalified Bidders shall request PEA's approval for any modification in their legal status or in the composition of a JV. Such approval shall not be rejected by the PEA unless the proposed modification would result in a deterioration of the position of the Bidder with respect to the initial qualification.

For further details on qualification and evaluation see Article 3.3 for procurement of Consulting Services, and Article 4.3 for procurement of Works and Plant.

#### **2.5.7 Information and Publication of Prequalified Applicants**

The PEA shall notify all Applicants in writing of the names of those Applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately.

In the case of an ICB and NCB the list of prequalified Applicants who will be invited to submit an Offer (prequalification-result notice), shall be published by the PEA after KfW's No-Objection to the prequalification evaluation report on GTAI's website, in the case of an ICB, and preferably in the same medium in which the original tender notice was published, in the case of an NCB.

For the minimum content of a Prequalification notice please see Appendix 3.

#### **2.5.8 Evaluation of Offers**

The evaluation criteria and methodology shall be appropriate in view of the type, nature, market conditions, and complexity of the Contract content as detailed in Articles 3.4 and 4.4. The evaluation of the Offers shall strictly follow the methods and criteria as specified in detail in the Tender Documents.

In the case of Two-Stage Selection, criteria evaluated in the Prequalification shall not be evaluated a second time. However, the PEA may request Bidders to confirm that their qualification as of their Application remains unchanged.

The technical evaluation of Proposals/Bids is to verify if and to which extent the Offer fulfils the technical requirements stipulated in the Tender Documents. Depending on the evaluation methodology the technical evaluation is on a pass/fail basis or on a point system.

The financial evaluation is to correct arithmetical errors, to verify if the offered technical content and the financial Offer correspond and for price adjustments due to missing items or due to the evaluation method to the extent specified in the Tender Documents.

#### Abnormally Low Bids

An abnormally low Bid is one in which the Offer price, in combination with other elements of the Offer, appears so low either in comparison with the PEA's estimate or with the average of competing Offer or in the case of Consulting Services with the estimated expert-month that it raises material concerns with the PEA as to the capability of the Bidder to perform the Contract for the offered price. The PEA shall ask for written clarifications and shall require detailed price breakdown from the Bidder concerned

The Offer in question shall be rejected in the absence of satisfactory answers from the Bidder to those requests for clarification or if the detailed price breakdown evidences one or several

inconsistencies between the technical Offer and the price offered and therefore reasonable doubts persist as to whether the required Contract content can be provided at the price offered and if this is reasonably expected to pose a considerable risk to the performance of the Contract.

#### 2.5.9 Clarification of Applications/Offers during Evaluation

To assist in the examination, evaluation, and comparison of the Applications/Offers, the PEA may, at its discretion, ask Applicants/Bidders for a clarification, given a reasonable time for a response. Any clarification submitted by an Applicant/Bidder that is not in response to a request by the PEA shall not be considered. The PEA's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Offer shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the PEA during the evaluation of the Offers, in accordance with the Tender Document.

#### 2.5.10 Extension of Offer Validity

If an extension of the Offer validity period is necessary, this shall not lead to changes in the Offer prices. The extension entitles the Bidders to withdraw their Offers upon expiry of the original binding period without allowing the bid bond to be drawn. KfW reserves the right to refrain from financing if the Tender Process is unduly delayed.

#### 2.5.11 Evaluation Report

The PEA's evaluation committee shall prepare and sign a detailed report on the evaluation of Applications/Offers with the minimum content and in the format as described in Appendix 6.

The PEA shall submit to KfW the evaluation report and award recommendation in a timely manner to permit KfW's comment to be issued before expiry of the validity period. KfW reserves the right to refrain from financing if the report is not submitted in due time.

#### 2.5.12 Pre-Award Discussions

The PEA shall award the Contract during the Offer validity period to the Bidder who's Offer has been evaluated as responsive, lowest evaluated Bid or highest ranked Offer.

In exceptional cases, the procurement can give rise to discussions with the first ranked Bidder after final Offer evaluation prior to Award of Contract.

The Bidder shall not be required as a result of the pre-award discussions to provide additional Consulting Services, Works, Goods, Plant or Non-Consulting Services that are not set out in the Tender Documents or to modify its initial Offer as a condition to the Award of Contract nor to modify unit prices except for the correction of arithmetical or computational errors.

The pre-award discussions shall also determine the taxes and duties that shall be due locally (they may be estimated on a provisional basis in the financial Offer but are not to be evaluated) and decide the manner in which they will be paid for, taking into account the provisions set out in the RfP/ITB.

The content of such pre-award discussions shall not be legally binding before the Award of Contract. It is highly recommended to integrate modifications resulting from such discussions to the relevant parts of the contractual documents (e.g. time schedule, Terms of Reference, specifications, price schedules, Contract) as far as possible, otherwise the signed minutes of pre-award discussions shall form part of the Contract.



In the case of failure, the PEA may enter into pre-award discussions with the next ranked Bidder, subject to prior No objection by KfW.

#### 2.5.13 Information of Bidders and Award of Contract

Upon successful completion of the pre-award discussions, if any, the PEA shall inform all Bidders on the result of the Tender Process in writing and subsequently award the Contract to the successful Bidder.

The information sent to the Bidders shall contain the name and the Contract amount of the winning Bidder and, if relevant, the combined Offer scores of the winner and the respective Bidder.

#### 2.5.14 Publication of the Result of the Tender Process

In the case of an ICB and NCB upon completion of the Tender Process the PEA shall publish the result of the Tender Process (award notice) on GTAI's website, in the case of an ICB, and preferably in the same medium in which the original tender notice was published, in the case of an NCB.

For the minimum content of the award notice please see Appendix 3.

#### 2.5.15 Cancellation of a Tender Process

A Tender Process may be cancelled when

- (1) there has been a lack of competition, or
- (2) all Offers received are not substantially compliant with the requirements of the Tender Documents, or
- (3) none of the technical Proposals meet the minimum requirements, or
- (4) all the offered prices are substantially higher than the latest updated cost estimate or the available budget, or
- (5) the underlying fundamental conditions for the Tender Process have changed significantly prior to award of the Contract.

A lack of competition shall not be determined solely on the basis of the number of Offers received. Even when only one Offer is submitted, the Tender Procedure may be considered valid, if (i) the procurement was satisfactorily published, (ii) the qualification criteria were not unduly restrictive and (iii) prices are reasonable in comparison to market values.

If the PEA rejects all Offers, the PEA shall analyse the causes that led to this situation (inadequate publication, prequalification requirements, conditions and scope of Contract, design and specifications, scope of services, etc.) and remedy this before relaunching the RfP/ITB. The PEA shall not reject all Offers and relaunch a RfP/ITB using the same unmodified Tender Documents solely for the purpose of seeking lower prices.

If the rejection is due to non-compliance with the Tender Documents or technical requirements, the PEA should after thorough investigation adjust the Tender Documents or the technical requirements. In such case, the PEA may request new Offers from all of the initially prequalified Applicants if a Prequalification had taken place or those that submitted an Offer in response to the initial RfP or ITB.

If the price of the first ranked and compliant Offer significantly exceeds the latest cost estimate or the available budget, the PEA shall investigate the reasons for such overrun and envisage increasing the budget, if the increased prices are justifiable or re-launching the RfP/ITB as per the provisions above. Alternatively, the PEA may, enter into negotiations with the first ranked Bidder to

seek to obtain a satisfactory Contract on the basis of a reduction of the scope of the Contract and/or a modification to the sharing of risks and responsibilities in order to reduce the Contract price. This is only allowed when the modifications envisaged do not call into question the initial ranking of Offers following the evaluation.

The cancellation of a Tender Process and the subsequent steps require KfW's prior No-objection.

#### 2.5.16 Publication of Tender Process Cancellation

In the case of an ICB and NCB upon cancellation of a Tender Process the PEA shall publish corresponding information (cancellation notice) on GTAI's website, in the case of an ICB, and preferably in the same medium in which the original tender notice was published, in the case of an NCB.

For the minimum content of the cancellation notice please see Appendix 3.

#### 2.5.17 Debriefing

Unsuccessful Applicants or Bidders may make a written request to the PEA for a debriefing. The PEA shall provide a timely and meaningful debriefing to the Applicant/Bidder informing on major shortcomings and weaknesses of the Application, respectively on the Offer in relation to the winning Bidder. No additional information shall be disclosed, the debriefing shall not include point-by-point comparisons with other Applications/Bidder's Offers and information that is confidential.

### 2.6 Procurement Related Complaints

Applicants/Bidders who consider that actions or decisions by the PEA in the course of the Tender Process result in an unfair disadvantage may file a procurement related complaint. Unless the complaints mechanism in the Public Procurement Regulation provides otherwise, such a complaint shall be addressed in writing to the PEA, with copy to KfW, detailing the grounds for the complaint with reference to the applicable provisions in the Tender Documents or other applicable regulations. Upon receipt of such a complaint the PEA shall promptly handle the complaint and respond to the complainant in writing detailing the result of the complaint's handling. Should the handling of the complaint by the PEA not be possible within three (3) working days after the receipt of the complaint the PEA should at least acknowledge its receipt and respond to the complainant with the results of the complaint's handling within ten (10) working days from the acknowledgment of the receipt.

The PEA shall ensure that all complaints and its handling in a KfW financed Tender Process are brought to the knowledge of KfW for monitoring in due time. The award of a Contract shall not take place until all complaints have been handled adequately.

### 2.7 Electronic Procurement

The PEA may use an electronic system to distribute tender documents, provided that KfW is satisfied with its adequacy. If Tender Documents are distributed electronically, the electronic system shall be secure to avoid modifications to the Tender Documents and shall not restrict the access of Applicants and Bidders to the Tender Documents. The PEA may also use an electronic system permitting Applicants and Bidders to submit Applications and Offers by electronic means, provided KfW is satisfied with the adequacy of the system, including, inter alia, that the system is secure, maintains the confidentiality and integrity of Applications and Offers submitted, and employs acceptable management procedures to establish date and time of submission, and facilitate modification and withdrawal. The system used must also record access to the submitted application and offer documents. Access before the deadline for submission or to the financial offer prior to the release of the technical evaluation by KfW in the event of a two-envelope procedure

must be excluded. All accesses/retrievals of the submitted application and offer documents must be listed as part of the opening protocol and submitted to the KfW.

The use of e-reverse-auctions as part of an e-procurement system shall be limited to highly standardised and unambiguously specified Goods or Non-Consulting Services if there is adequate competition among Persons and the lowest price only is considered for award.

### 3. Provisions for Procurement of Consulting Services

#### 3.1 Tender Agents and Agency Contract

At the PEA's discretion or upon KfW's recommendation assistance from a specialised consultant (so-called tender agent) may be obtained for certain steps of the Tender Process. With the exception of the Award of Contract, the assistance may range from individual support to a complete delegation of the PEA's respective tasks and shall be agreed upon in the Contract between PEA and Tender Agent. The No-Objection provisions as set out in Article 1.6 apply unchanged.

In exceptional cases, KfW may assist the PEA in the Tender Process upon express request and based on an agency contract between PEA and KfW. If not agreed otherwise, such an agency contract encompasses the delegation of the entire Tender Process to a tender agent with KfW signing the Contract on behalf of the PEA.

#### 3.2 Two-Stage Selection for Consulting Services

In the case of an ICB and in the case of an NCB above the thresholds as per Article 2.1.1 the Two-Stage Selection with Prequalification of Applicants is the standard selection procedure for the procurement of Consulting Services. A Single-Stage Selection is not recommended in such cases as the latter may result in a reduced number of Bidders due to the fact that the elaboration of an Offer comprising the evidence of qualification, a technical and financial Proposal represents a significant effort without increasing the likelihood of Award of Contract.

#### 3.3 Pre-Qualification for Consulting Services

In order to establish the qualification of eligible Applicants to perform the Contract the following criteria shall be taken into account:

- (1) Overall financial situation and minimum turn-over in relation to the estimated Contract value;
- (2) Experience in implementing similar projects in the subject matter, in the relevant sector, function and role as per the requirements of the project (e.g. studies, surveys, design, tendering and contracting, technical/organisational/financial project management, ESHS, maintenance and operation, specialised technical/legal/management expertise), generally within the last five years;
- (3) Geographical experience in similar countries or environments;
- (4) Access to expertise relevant for the assignment, possibly supplemented with external resources and available own human resources and capacities, including backstopping capacities.

The qualification requirements shall be chosen in relation to the size and complexity of the Contract content.

Applications are considered responsive if they comply with all pass/fail-criteria and score at least 70 % of the total points. Only Applicants who submitted a responsive Application are considered as qualified to perform the Contract. A ranking of all qualified Applicants will be established based on their score and if not otherwise laid down in the Tender Documents, the five top ranked Applicants shall be invited to submit a Proposal in the second stage. Should the number of prequalified Applicants be below the predefined number as per Tender Documents the Tender Process may be continued with these prequalified Applicants.

For further details see Appendix 4 and KfW's SDOs<sup>10</sup>,

### 3.4 Evaluation Methods for Consulting Services

The following evaluation methods may be used for evaluation of Proposals, with Quality and Cost-Based Selection (QCBS) being the recommended standard method.

#### 3.4.1 Quality and Cost-Based Selection (QCBS)

The two-envelope submission applies to QCBS.

##### Technical Evaluation

The technical evaluation shall focus on the proposed concept and methodology as well as on the proposed staff for the execution of the Contract as detailed in Appendix 4. Technical Proposals are considered responsive if they achieve at least the technical minimum score of 75 % of the total points for the technical Proposal. Non-responsive technical Proposals are rejected at this step.

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<sup>10</sup> For further details about the evaluation of qualification criteria see KfW's SDOs available at <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>

### Financial Evaluation

If payments are based on agreed hourly, daily, weekly, or monthly rates for staff and on reimbursable items using actual expenses and/or agreed unit prices (time-based Contract) as per RfP, the evaluation committee will (a) correct any computational or arithmetical errors and adjust the prices if they fail to reflect all inputs, which, in accordance with the RfP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the financial Proposals of competing Proposals.

In the case of a discrepancy between the technical and financial Proposals in indicating quantities of input, the technical Proposal prevails and the evaluation committee shall correct the quantification indicated in the financial Proposal so as to make it consistent with that indicated in the technical Proposal, apply the relevant unit price included in the financial Proposal to the corrected quantity, and correct the total Proposal cost.

If payments are linked to outputs/deliverables, such as studies, design services, elaboration of Tender Documents (lump-sum Contract) as per RfP, the consultant is deemed to have included all prices in the financial Proposal and therefore no price adjustments shall be made. The total price, net of taxes shall be considered as the offered price.

If the Contract combines time based and lump sum services, the evaluation shall apply these provisions accordingly.

Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RfP.

### Weighting

The weighting should generally be 80% for the technical Proposal and 20% for the financial Proposal 4.

The overall score will be calculated by summing up the technical and financial score per Proposal and the Proposal selected for Award of Contract is the one that obtains the highest overall score as further detailed in Appendix 4.

#### **3.4.2 Least Cost Based Selection (LCS)**

The Contract is awarded to the lowest-priced, substantially responsive Proposal. A Proposal is considered responsive, if it complies with the minimum requirements as defined in the Tender Documents. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work).

#### **3.4.3 Quality Based Selection (QBS)**

The two-envelope submission applies to QBS.

The QBS method may be used on exceptional basis for the procurement of Consulting Services which cannot be functionally described, are not yet marketable and require significant creative input by Bidders. This method may be used for complex projects or projects with major technical impacts, but in this case, caution is required as it carries a risk of technical overpricing and requires an extremely good knowledge of market prices on the part of the PEA in order to conduct the financial evaluation properly. It may also be used for the short-term recruitment of individual consultants with limited size, if the rates for such services are well known.

The Contract is awarded to the highest scored technical Proposal.

#### 3.4.4 Fixed Budget Based Selection (FBS)

A maximum budget is indicated in the RfP and the highest scored technical Proposal is selected, provided that the price Proposal is within the budget. The maximum budget must be determined appropriately (neither overestimated nor underestimated on the basis of a detailed assessment of the expert-months/days required and of market prices). Subject to this important reservation, this method may be worthwhile, notably in the case of small studies and simple services.

#### 3.5 Availability and Replacement of Proposed Key Staff before Award of Contract

With the submission of the Proposal the Bidder confirms the unrestricted availability of the proposed Key Experts in accordance with the requirements defined in the Tender Documents in the case of Award of Contract. After finalisation of the evaluation and before Award of Contract or any pre-award discussions, whichever is first, the PEA shall request the consultant proposed for Award of Contract to confirm the availability of the proposed Key Experts.

Should any of the proposed Key Experts during the initial Proposal validity period become unavailable for duly justified reasons beyond the control of the consultant (e.g. sickness or accident), the consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate, the Proposal shall be rejected.

If an extension of the Proposal validity period becomes necessary, Bidders shall be requested to confirm the availability of the Key Experts along with their response to the extension request by the PEA. At this stage Bidders shall be allowed to propose replacement Key Expert(s) without justification. The replacement Key Expert(s) shall have equal or better qualification otherwise the Proposal shall be rejected.

### 4. Provisions for Procurement of Works, Plant, Goods & Non-Consulting Services

#### 4.1 Engagement of a Consultant

Planning, design, tendering, contracting and implementation supervision of Works, Plant and Goods Contracts requires considerable and frequently interdisciplinary expertise and absorbs significant resources. Therefore, KfW highly recommends the engagement of specialised and experienced consultants to assist the PEA during project preparation and implementation.

#### 4.2 Single- and Two-Stage Selection

For Works and Plant Contracts, whether a Single or a Two-Stage Selection is applied depends on the nature and complexity of the assignment.

For Goods and Non-Consulting Service Contracts generally a Single-Stage Selection is appropriate.

In any case only Bidders with adequate qualification, experience and financial capacity in relation to the Contract content and volume shall be considered for the evaluation of Bids according to the provisions included in the Tender Documents.

### 4.3 (Pre-)Qualification for Works and Plant Contracts

In order to establish the qualification of eligible Applicants/Bidders to perform the Contract the following criteria shall be taken into account:

- (1) Overall financial situation and minimum turn-over in relation to the estimated Contract value, including pending litigation,
- (2) General and specific construction experience in implementing similar projects, generally within the last five years, and
- (3) Experience, capacity and handling of environmental, health and safety (ESHS) issues, with special focus on occupational health and safety (OHS) on site. Depending on the ESHS risks the Tender Documents shall include a minimum score/level to be achieved by Applicants/Bidders.

The qualification requirements shall be chosen in relation to the size and complexity of the Contract and shall not unduly limit the competition.

All Applicants/Bidders considered qualified will be invited to submit a Bid in the case of Two-Stage Selection, or their Bids will be considered further in the case of Single-Stage Selection.

### 4.4 Evaluation Methods for Works, Plant, Goods and Non-Consulting Services

#### 4.4.1 Lowest Price Evaluation

When applying the lowest price evaluation method, the Contract will be awarded to the Bidder who is qualified to perform the Contract and whose financial Bid has been determined to be the responsive, lowest evaluated Bid (after correction of arithmetical errors) and is substantially responsive to the requirements contained in the Tender Documents.

This evaluation method is appropriate for Works Contracts for which a detailed design (including drawings, itemised bill of quantity and technical specifications) is provided in the Tender Documents. The lowest price evaluation method is also suitable for highly standardised off-the shelf Goods and Non-Consulting Services.

This method relies on the price as award criterion.

#### 4.4.2 Bonus-Malus Adjusted Price Evaluation

This evaluation method is partly identical with the lowest price evaluation method. However, once the lowest evaluated price is determined this figure may be adjusted either by a factor below or above 1.0 or by a positive or negative price mark-up. The adjustment factor or the price adjustment is derived by comparing the values of technical parameters of major technical components offered by Bidders to reference values and calculate the adjustment accordingly as indicated in the Tender Document.

Such a method allows to take into account during the evaluation certain features or parameters of individual items of the Bid or the whole of it by charging such aspects financially with a bonus or a malus. For example, when purchasing power transformers or generators the Tender Documents may specify a target efficiency ratio and during Bid evaluation each percent above or below that value will be credited or charged by a certain fixed amount or a percentage of the Bid price.

The method of such a price adjustment and the reference values shall be clearly defined in the Tender Documents and should be limited to few important items whose features or parameters are easily verifiable and measurable.

The award criterion of this evaluation method is the lowest adjusted price.

#### 4.4.3 Weighted Evaluation

In a weighted evaluation scheme, each of the technical and the financial Bids are evaluated separately and are attributed a score. The weighted score of both are added up to the combined score. The Bid with the highest evaluated combined score will be awarded the Contract.

The application of such an evaluation scheme is suitable in the cases where the PEA provides in the Tender Documents a functional description of the Contract content instead of a detailed design. Bidders elaborate and submit on this basis a technical Bid of their own which is evaluated strictly in accordance with the criteria published in the Tender Documents.

The evaluation procedure follows the steps as indicated for QCBS for consultants outlined in Article 3.4.1. The Tender Documents shall specify a minimum score for the technical Bid to be considered as technically responsive and shall include a precise definition of responsiveness. The weighting of the technical Bid should not exceed the weighting of the financial Bid.

#### 4.4.4 Life Cycle Cost Evaluation (LCC)

The LCC evaluation method takes into account the cost occurring during the whole life-cycle of the Contract content (e.g. Works, Goods, etc.) such as:

- (1) Investment cost (e.g. the purchase price incl. all associated cost elements),
- (2) Operation and maintenance cost (e.g. energy, consumables, spare parts, repair),
- (3) End of life costs (e.g. for removal, disposal, recycling) and costs attributed to environmental externalities (e.g. emissions of greenhouse gases or pollutants), to be considered only in exceptional cases, if the local market provides reliable and verifiable cost figures (end of life cost) or if internationally recognised calculation methods are used (environmental cost).

This evaluation method may be used when the additional cost of (2) and, if applicable (3) over the specified life of the Contract content are estimated to be considerable in comparison with the initial investment cost (1) and may vary among different Bids due to different technical solutions proposed by Bidders. The Tender Documents shall clearly and in detail specify the calculation methods and parameters (e.g. calculation period, discount rate and other factors and parameters to be taken into account). The application of the LCC evaluation method requires highly qualified expertise for the elaboration of Tender Documents and Bid evaluation.

#### 4.5 Alternative Bids

The Tender Documents may allow Bidders to submit alternative Bids, in order to minimise costs or permit technically attractive solutions. The Tender Documents shall, in such case, indicate clearly the evaluation method of such alternative Bids.

#### 4.6 Discounts

A Bid may include an unconditional discount, which is always taken into account during the evaluation. The Bid shall indicate the manner in which the discount is to be applied.

If the Bid is divided into several lots, Bidders may also offer one or several conditional discounts in the case they would be awarded several lots. In such a case, this discount shall only be taken into consideration under the terms indicated in the Tender Documents and provided that all Bids, for all lots, are submitted and opened at the same time.



#### 4.7 Transport and Insurance

Bidders shall submit their Bid according to the international rules established by the International Chamber of Commerce for the interpretation of commercial terms used for international trade (Incoterms). The Bids shall preferably be requested on the basis of CIP (Carriage and Insurance Paid to a named place of destination) for Goods.

The Contract content shall be insured to an appropriate and customary extent against risks that may arise during transport and the implementation of the project. Its replacement or recovery by means of the insurance must be possible. The insurance policies should be established in the currency of the relevant Contract.

#### 4.8 Force Account

Recourse to force account, that is the implementation of Works using the PEA's own personnel and equipment, may in certain cases be envisaged if it is the only available method, namely, but not exclusively, in the case of Works which cannot be quantified in advance, small and scattered Works (routine maintenance on an infrastructure network) or emergency Works, and is subject to KfW's prior consent.

To obtain KfW's prior consent, the PEA shall provide KfW with:

- (1) information justifying the use of force account,
- (2) information evidencing its capacity of performing the said work, and
- (3) the implementation schedule along with a breakdown of the estimated cost.

### 5. Procurement not subject to Public Procurement Regulations, Financial Intermediaries and Special Cases

#### 5.1 Procurement not subject to Public Procurement Regulations

Certain PEAs may, due to their legal status, not be bound to the Public Procurement Regulations in the Partner Country (e.g. private banks and firms, privatised entities, NGOs, UN organisations). Subject to prior approval of KfW, the PEA may use their own internal procurement regulations or, in the absence thereof shall rely on the provisions of the Guidelines.

PEAs not subject to Public Procurement Regulations and having no internal procurement regulations may elaborate a project specific procurement manual, which presents the procedures they intend to apply for procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services.

If PEAs apply their existing or newly elaborated procurement regulations, they shall confirm that these comply with the basic principles of the Guidelines as outlines in Article 1.2.1 and reflect commercial state-of-the-art business practice in the relevant sector. In the case of a conflict between the Guidelines and the PEAs procurement regulations KfW and the PEA will agree on appropriate provisions prior to any procurement.

KfW reserves the right to request the PEA to publish tender notices as outlined in Article 2.5.1 especially for major Contracts above the ICB thresholds.

The No-Objection provisions as laid down in these Guidelines apply accordingly as agreed upon between PEA and KfW.

## 5.2 Financial Intermediaries

In certain cases, KfW's funding for infrastructure projects is provided via financial intermediaries to final beneficiaries who are subject to the Public Procurement Regulation due to their legal status (e.g. municipalities, state owned entities). In such cases KfW requires that the procurement procedures applied comply with the basic principles of the Guidelines as outlined in Article 1.2.1. Unless otherwise agreed in the Funding Agreement, the financial intermediary will monitor the procurement by the final beneficiaries and subsequently report on it as part of its regular reporting procedures to KfW.

For procurement undertaken by the financial intermediary for its own needs (e.g. Consulting Services, Goods) the provisions of the Guidelines apply.

## 5.3 Specific Case of Concessions and Output Based Contracts

In the cases where KfW finances projects implemented under a public concession or in which the Contractor is paid for outputs (e.g. BOT models, auctions, least cost subsidy selection, supply of energy), the following applies:

- (1) If the concessionaire or Contractor has been selected following a fair and transparent competitive procedure which is acceptable to KfW the said concessionaire or Contractor may freely procure Works, Goods, Plant, No-Consulting Services or Consulting Services for the fulfillment of the Contract using its own procedures unless the Tender Documents for the Contract provide otherwise; or
- (2) If the selection of the concessionaire took place without competition the provisions of the Guidelines shall apply.

## Appendices

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PARLIAMENT OF GHANA LIBRARY

## Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")<sup>11</sup>  
To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>12</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of*

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<sup>11</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries"

<sup>12</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

*Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or*

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
    - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
    - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
    - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
    - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
    - 3.5) in the case of procurement of Works, Plant or Goods:
      - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
      - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
  4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
  6. In the context of the Tender Process and performance of the corresponding Contract:
    - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
    - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
    - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the international

Appendix 1

Labour Organisation<sup>13</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

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

Duly empowered to sign in the name and on behalf of<sup>14</sup>: \_\_\_\_\_

Signature:

Dated:



<sup>13</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>14</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder

## Procurement Plan

### User's Guidance Notes for the Preparation of a Procurement Plan

Article 1.6.2 of the Guidelines requires the PEA to prepare a Procurement Plan which identifies for each Contract to be financed in whole or in part by KfW:

- Contract type (Consulting Services, Goods, Works, Plant or Non-Consulting Services) and content,
- estimated Contract amount and the source(s) of funds,
- envisaged Tender Procedure and Single- or Two Stage Selection,
- envisaged standardised Tender Documents,
- type of review required by KfW (full or simplified review),
- estimated ESHS classification (low, medium, high risk) per Contract as provisional indication at the time of first establishment of the procurement plan
- estimated date of tender publication or, in the case of limited competition, date of inviting firms to submit proposals.

For serial Contracts with similar content and procedures one single Contract might be included and explained in the comment column. In the case of programs for which no individual Contracts can be identified in advance, the Procurement Plan may include the envisaged Tender Procedures and possibly thresholds for different types and values of Contracts as far as possible. The application of simplified review requires KfW consent as per Article 1.6.4

The Procurement Plan shall be initially created at least for the first 18 months as of the date of the Funding Agreement (Version 1) and shall be updated thereafter when necessary, but at least on an annual basis. Updates, amendments or modifications of the Procurement Plan are subject to KfW's renewed No-Objection.

Along with the Procurement Plan the PEA shall provide KfW with the respective rational or explanations in order to document compliance with the Guidelines (e.g. justification in the case of a LCB or a Direct Award).

The Procurement Plan is an annex to a separate agreement to the Funding Agreement or directly to the Funding Agreement. An amendment to the Funding Agreement due to an update, amendment or modification of the Procurement Plan is necessary only, if they have significant implications on the Funding Agreement or imply significant increases of agreed budget items.

For the sake of clarity, KfW's No-Objection to changes in the Procurement Plan does not imply acceptance by KfW of the financing of new Contracts or the increased cost of Contracts unless such financing has been agreed upon by KfW as part of the cost and financing schedule in the Funding Agreement.

The establishment of a Procurement Plan is generally not required for prefinanced Contracts as per Article 1.6.8, for indirect financing as per Article 1.6.9 and funding through financial intermediaries as per Article 5.2.

Procurement Plan  
(Version No. \_\_\_\_\_, dated \_\_\_\_\_)

Serial No.	Procurement No. <sup>15</sup>	Type <sup>16</sup>	Short Description of Contract Content	Estimated Contract Amount <sup>17</sup>	Source of Funds <sup>18</sup>	Tender Procedure <sup>19</sup>	Stages <sup>20</sup>	Tender Documents <sup>21</sup>	Review by KfW <sup>22</sup>	ESHS risk level <sup>23</sup>	Estimated Tender Publication	Comments <sup>24</sup>
1												
2												
3												
4												
...												

Additional agreement(s): ..... List of other procurement related general arrangements or exceptions, if any.

<sup>15</sup> KfW's Procurement No. for the respective Tender Process to be provided by KfW's procurement manager; "n/a" if not yet available.  
<sup>16</sup> "C" for Consulting Services, "W" for Works, "G" for Goods, "P" for Plant and "NC" for Non-Consulting Services. Incl. Contracts contracted beforehand, if any.  
<sup>17</sup> To be completed in the currency of the underlying Funding Agreement with KfW.  
<sup>18</sup> Share (in %) of the Contract financed by KfW, through the PEA's own funds and/or other financing institutions.  
<sup>19</sup> "ICB" for International Competitive Bidding, "NCB" for National Competitive Bidding, "LCB" for Limited Competitive Bidding, "Q" for Price Quotation and "DA" for Direct Award.  
<sup>20</sup> "1" for Single-Stage Selection or "2" for Two-Stage Selection  
<sup>21</sup> Institution whose standardized Tender Documents are used. It is recommended to use KfW's Standard Tender Documents  
<sup>22</sup> "F" for full review or "S" for simplified review.  
<sup>23</sup> Relevant for works and plant contracts and for goods contracts only if it contains significant construction works. "L" for low, "M" for medium, "H" for high ESHS risk classification or "n/a" if not applicable. The ESHS risk level of a specific Contract is not necessarily identical with the Environmental and Social risk category of the whole project/programme. The classification at project appraisal may be indicative and finalised when an ESMP is available, but latest when preparing the Tender Documents for the Contract. See also KfW's Standard Tender Documents for further guidance.  
<sup>24</sup> Contract related explanation / procedural arrangements (e.g. justification for direct award, One-/two-envelope, evaluation method, thresholds for Tender Procedures in programs).



## Minimum Content of a Tender, PQ-Result, Contract Award and Cancellation Notice

### Tender Notice

The PEA shall prepare a tender notice to be published as per Article 2.5.1 including at least the following information:

- Partner Country,
- name and address of the PEA,
- Application/Offer submission details (submission deadline, address, language, originals, copies, etc.),
- title of the project,
- title of the Contract/Lot being procured,
- KfW's procurement number of the Contract being procured,
- type of notice (Tender Notice, PQ-Result Notice, Award Notice, or Cancellation Notice),
- brief description of the project, the context, time schedule and further information,
- brief description of the Contract content to be procured, and
- address where the complete Tender Documents can be obtained.

### Prequalification-Result Notice

In the case of Two-Stage Selection, the PEA shall prepare a PQ-result notice to be published as per Article 2.5.7 including at least the following information:

- list with name and country of prequalified Applicants, and
- reference to initial tender notice (including corrigenda, addenda if any), e.g. electronic link to initial tender notice or copy of initial tender notice.

### Award Notice

The PEA shall prepare an award notice as per Article 2.5.14 including at least the following information:

- name and country of successful Contractor,
- start and end date of the Contract,
- Contract amount, and
- reference to initial tender notice, e.g. electronic link to initial notice or copy of initial notice.

### Cancellation Notice

The PEA shall prepare a cancellation notice as per Article 2.5.16 including at least the following information:

- information about cancellation of Tender Process, and
- reference to initial tender notice, e.g. electronic link to initial notice or copy of initial notice.

### Addenda/Corrigenda to Initial Notices

Any addenda/corrigenda to an initial notice shall be published in due time and in the same medium as the initial notice with a reference to the initial notice.

## Evaluation Criteria for Procurement of Consulting Services

### 1. Pre-Qualification

To be qualified for a Consulting Services Contract under an ICB procedure Applicants shall demonstrate their qualification in terms of financial capacity, experience and resources in relation to the requirements of the tasks and risks.

The verification of the financial capacity of Applicants shall be the basis of audited income statements and/or balance sheets and take into account the annual turn-over and the profitability of at least the last three years. The annual turn-over should be three times the estimated annual payments received out of the Contract amount; the ratio might be reduced for short term assignments or increased for long-term assignments. Profitability may be demonstrated through a positive cash-flow (in average) and (indirectly) the availability of a credit line. Applicants which do not fulfil the requirements of the Request for Applications shall be rejected.

For verification of adequate experience and resources the following criteria and scoring system should be applied with appropriate project relevant modifications.

Qualification criteria	Scoring Range
1. Applicant's Experience	40 - 60
1.1 Experience in implementing similar projects <i>Description of the key features, reference projects shall demonstrate in order to be considered similar to the assignment. If applicable separate sub-criteria for ESHS requirements should be added here.</i>	25 - 35
1.2 Experience with working-conditions in developing and/or transition countries/in particular regions.	15 - 25
2. Applicant's Capabilities	40 - 60
2.1 Qualitative assessment of the Applicant's available Expertise <i>Assessment of the quality of the expertise, to which the Applicant has access to, possibly completed with external expertise for the execution of the assignment in relation to the project team profiles described in the prequalification request. If applicable separate sub-criteria for ESHS requirements should be added.</i>	25 - 35
2.2 Quantitative assessment of the Applicant's Human Resources Capacity <i>Assessment of the Applicants own human resources in relation to the required expertise as described in the prequalification document. If applicable separate sub-criteria for ESHS requirements should be added.</i>	10 - 20
3. Is the Application concise and related to the project?	5
<b>Total Prequalification Score</b>	<b>100</b>

It is strongly recommended that sub-criteria descriptions be made as detailed and specific as possible. No other sub-criteria are allowed during evaluation than the ones indicated in the prequalification document.

If the Consulting Services are dedicated to project design, tendering and implementation supervision services for Works or Plant Contracts with ESHS risks and no specialised ESHS consultant is engaged, candidates shall be required to demonstrate the ability and capacity to specify and design relevant mitigation and protective measures and to monitor its implementation on site in addition to the above-mentioned requirements. However, ESHS requirements shall be carefully and adequately designed to reflect the ESHS risks associated to the individual Contract under consideration.

In such cases a percentage between 10% and 25% of the qualification criteria 1.1, 2.1 and 2.2 shall be applied to such ESHS experience and capability of the Applicant. The qualification criteria and scheme above shall be adapted accordingly.

Only Applications scoring 70% or more of the total points will be considered as qualified for the Contract. However, if the number of prequalified Applicants exceeds a predefined number as specified in the RfA Applicants will be invited as per their ranking. The number of Applicants to be invited shall be at least five (5) but not more than eight (8). Should the number of prequalified Applicants be below the predefined number the Tender Process may continue with a reduced number of candidates, if i) the Tender Notice has been published widely and ii) the prequalification criteria have not been too ambitious. Otherwise the Tender Process should be cancelled, followed by a new Tender Process more widely published and/or with amended qualification criteria.

For projects with significant ESHS risks during implementation the prequalification document may specify that Applications which do not meet the minimum ESHS score (usually 70% of the total of the ESHS sub-criteria) shall be rejected, independent from the total score.

## 2. Evaluation of Proposals

The technical evaluation shall be based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the technical Proposals.

1.	Concept and methodology		35
1.1	Clarity and completeness of the tender	5	
1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	10	
1.3	Proposed concepts and methods <i>[If applicable add separate sub-criteria for ESHS requirements]</i>	20	
2.	Qualifications of proposed staff <i>[If applicable add separate sub-criteria for ESHS requirements to the team or individual team members]</i>		65
2.1	Team leader/portfolio manager	30	
2.2	Other Key staff to be employed on the project	30	
2.3	Personnel in the home office who will monitor and control the team, and provide back-up services	5	
Total Technical Score			100

#### Appendix 4

The sub-criteria and point system indicated above are indicative. It is strongly recommended that sub-criteria descriptions be made as detailed and specific as possible. Depending on the nature of the assignment the distribution of points may vary from the one indicated above between 35 to 65 points for the staff proposal.

In the case the project structure does not foresee the assignment of a dedicated ESHS consultant during execution of Works/Plant Contracts by contractor(s) the implementation consultant will be required to oversee that ESHS requirements are adequately addressed and adhered to during project implementation. In line with the ESHS requirements during the prequalification phase, the evaluation of the consultant's concept and the proposed team shall take into account ESHS aspects accordingly.

In such a case a percentage between 10% and 25% of the score for concept and methodology (1.3) and for the proposed team (2.) shall be dedicated to ESHS). The Consultant shall be required to demonstrate which of the team member(s) are responsible for such ESHS issues. The evaluation criteria and scheme above shall be adapted accordingly.

For projects with significant ESHS risks during implementation the RfP may specify that technical Proposals which do not meet the minimum ESHS score (usually 70% of the total of the ESHS sub-criteria) shall be rejected, independent from the Total Technical Score.

The evaluation of the technical and the financial Proposals shall take place as detailed in Article 3.4.1. Upon conclusion of the technical evaluation the weighted technical score of those Proposals having achieved the technical minimum score shall be calculated as follows:

$PT = WT * T$ , with

PT = weighted technical score (points) of the technical Proposal,

WT = weight (factor) of the technical Proposal

T = technical score (points) as per technical evaluation,

After evaluation of the relevant financial Proposals the financial score shall be calculated:

$PF = WF * (Co / C) * 100$  points, with

PF = weighted financial score (points) of the financial Proposal,

WF = weight (factor) of the financial proposal

Co = lowest evaluated price (monetary units) of all financial Proposals

C = evaluated price (monetary units) of the financial Proposal,

and finally, the overall score shall be calculated as follows:

$P = PF + PT$  and whereas  $WT + WF = 1$ .

Under Quality Cost based selection (QCBS) method the weightings should generally be 80% (WT = 0.8) for the technical Proposal and 20% (WF = 0.2) for the financial Proposal, under Fixed Budget Selection (FBS) and Quality Based Selection (QBS) methods the weighting of the technical proposal is 100 % (WT = 1). For Least Cost Selection (LCS) only the price is relevant for the ranking (WF = 1).

## Minimum Content of Tender Documents

### Request for Application

Requests for Application are to be used for Prequalification of Applicants in Tender Processes with Two-Stage Selection.

KfW provides SDOs for Prequalification for Consulting Services and for Works/Plant Contracts. If the PEA uses other Tender Documents for Prequalification, they shall not deviate in a substantive manner from the above mentioned documents and include the following minimum content:

- (1) General information about the PEA issuing the tender, source of funds and entity conducting the Tender Process including contact details;
- (2) description of the whole Prequalification process, including e.g. conditions of participation, format and list of documents to be submitted by Applicants, deadlines for clarification requests and Application submission, evaluation criteria and method;
- (3) short description of the Contract content
- (4) application forms, which reflect the eligibility and evaluation criteria and
- (5) KfW's Declaration of Undertaking.

### Request for Proposal/Invitation to Bid

Requests for Proposal/Invitations to Bid are to be used for selection of Contractors in Tender Processes with Two-Stage or Single-Stage Selection.

KfW provides SDOs for the procurement of Consulting Services, Goods, Works, Small Works and Plant (design, supply installation). If the PEA uses other Tender Documents for selection of Contractors, they shall not deviate in a substantive manner from the above mentioned respective documents and include the following minimum content:

- (1) General information about the PEA issuing the tender, source of funds and entity conducting the Tender Process including contact details;
- (2) description of the whole Offer process, including e.g. conditions of participation, format and list of documents to be submitted by Bidders, deadlines for clarification requests and Offer submission, evaluation criteria and method;
- (3) (continued) eligibility criteria, (continued) qualification criteria and – in the case of Single-Stage Selection - evaluation method of the latter.
- (4) detailed Terms of Reference/technical specifications, including e.g. context of the project and ESHS requirements, expected outcomes of the Contract, respective responsibilities of the contracting parties and duration of the Contract;
- (5) draft Contract;
- (6) Forms or requirements for the preparation of the technical and financial Offer, which reflecting the specifies requirements
- (7) KfW's Declaration of Undertaking.

## Minimum Content of Minutes of Application/Offer Opening and Evaluation Reports

The PEA shall provide KfW with a report of the opening (minutes of Application/Offer opening) and of the evaluation of Applications (Prequalification evaluation report) and Offers (Proposal/Bid evaluation report) as defined in the Guidelines.

These reports contain in general the following information and shall be provided for No-Objection in the format as requested by KfW:

### Minutes of Application/Offer Opening

- (1) Names of persons in charge of Application/Offer opening (Application/Offer opening committee);
- (2) Names of other participants (e.g. representatives of Applicants/Bidders);
- (3) Date, time and venue of Offer opening;
- (4) Statement on the status of the envelopes:
  - timely or delayed delivery,
  - number of Application/Offer originals/copies,
  - envelope(s) sealed properly;
- (5) Short description of opening procedure:
  - Which envelope has been opened? Outer/inner envelope? Envelope containing qualification documents, technical Offer and/or financial Offer?
  - Which envelopes remain closed?
  - For financial Offer opening: price as per price sheet to be stated;
- (6) Date of preparation of the report and signature of all members of the Application/Offer opening committee.

For paperless e-procurement Tender Processes equivalent evidence of Offer opening needs to be provided.

### Prequalification and Offer Evaluation Reports

On completion of the Application/Offer evaluation KfW is furnished with a detailed report on the evaluation and comparison of the Applications/Offers and with a substantiated recommendation for the invitation of prequalified Applicants (RfP/ITB) or Award of Contract, as the case may be, that must be coordinated with any government agencies of the Partner Country whose involvement may be required.

- (1) Introduction
  - Short information on project and Contract content;
  - Tender Procedure (e.g. ICB, NCB), Single- or Two-Stage Selection, One- or Two-Envelope Submission undertaken;

- What/which stage/envelope is being evaluated in the present report (e.g. Prequalification evaluation, technical Offer evaluation, financial Offer evaluation, combined evaluation);
- Names of persons in charge of Application/Offer evaluation (members of Application/Offer evaluation committee);
- Start and end of Application/Offer submission period, including any extensions thereof with reasoning and proof of its publication;
- Date and medium of publication of tender notice and in the case of Two-Stage Selection PQ-result notice, or when and how took the invitation to interested/preselected Persons place? (evidence of publication to be attached as annex to the report in the case of an ICB and an NCB);
- In the case of a pre-bid meeting: date, time and venue; participants and minutes of discussion (minutes of meeting to be attached as annex to the report);
- Clarifications/addenda to Tender Documents during the Application/Offer submission period (any clarifications with Applicants/Bidders during the Application/Offer submission period and during the evaluation phase to be attached as annex to the report).

(2) Results of Preliminary Examination

- Names of all Applicants/Bidders (minutes of Application/Offer opening to be attached as annex to the report);
- If the Application/Offer fails preliminary acceptance, the reasons must be clearly explained (Since rejection at this stage puts the Application/Offer out of any further considerations, it should be ensured that the decision to reject is justifiable.);
- Applications/Offers which have been considered for further evaluation.

(3) Application/Offer Evaluation Process

- Basis for evaluation (e.g. KfW's Guidelines, Tender Documents, Public Procurement Regulations);
- Results of evaluation (usually a summary is provided in the report and details are provided as annex to the report)
  - pass/fail criteria: have they been met or not?
  - scoring criteria: every score needs to be justified in accordance with the evaluation criteria and matrix.

(4) Conclusion

- List of Applicants proposed to be invited to submit an Offer (Prequalification evaluation report), or which Bidders have submitted a technically responsive Offer and can be considered for financial evaluation, or which Bidders have submitted a responsive financial offer;
- List of identified errors, omissions, deficiencies or other subject matter for each Offer substantially compliant with the requirements of the RfP/ITB and which will be subject to clarifications before Award of Contract;
- Which Applicants/Bidders are rejected and for what reason;
- Final ranking, which Offer is first ranked/has the lowest evaluated price and thus is proposed for Award of Contract;

- Signature of all members of the Application/Offer evaluation committee. If required, the procuring entity / PEA shall demonstrate to KfW's satisfaction, that findings and conclusion of the evaluation report submitted represent the procuring entity / PEA's official opinion.

In order to assess the provided reports KfW reserves the right to ask the PEA for further documents, e.g. complete Offers or extracts thereof.



## Contractual Provisions

Contracts between the PEA and its Contractors for Consulting Services, Works, Plant, Goods and Non-Consulting Services Contracts shall include appropriate terms and conditions with a fair distribution of risks between the contractual parties and shall adhere to the contractual provisions below.

### 1. Contract Models

Contracts shall be based on internationally recognised and accepted model Contracts such as those published by FIDIC (Fédération Internationale des Ingénieurs Conseils) for Works and Plant. For Consulting Services KfW makes available a model Contract reflecting international best practice. These Contract forms are integrated in KfW's standardised Tender Documents, which the PEA is encouraged to use. The original general conditions of Contract of these model Contracts shall remain unchanged. Any project specific adaptation shall be included in their special conditions without substantial modification of the general conditions of Contract.

In the case of using other Contract forms the provisions included therein shall adhere to the rules below for Contracts awarded under ICB and as far as applicable in Contracts under NCB. Unless otherwise agreed, the draft Contracts require KfW's No-Objection before signing.

The Tender Documents shall include a draft Contract model or at least inform on the major contractual and commercial conditions (e.g. payment terms, required guarantees, applicable law, provisions for price adjustment, if any, defects liability period, force majeure).

### 2. Contractual Requirements

#### 2.1 Performance Parameters

Performance parameters or characteristics which were taken into account during the evaluation of Offers for Work, Plant or Goods (e.g. efficiency ratio, cost of consumables, output performance, emissions) shall be reflected in the Contract as offered by the Bidder, or as finally agreed upon by the contractual parties. The Contract should also include provisions in the case of variations of such parameters over time and indemnification in the case of underachievement.

#### 2.2 Liability

Provisions regarding liability between the contractual parties shall be formulated in such a manner as to prevent any gaps in liability. Whenever a JV is awarded a Contract the JV partners shall be jointly and severally liable.

#### 2.3 Defaults

The Contract shall include provisions such as suspension and termination, addressing contractual defaults by either party.

#### 2.4 Payment Terms

Payment terms shall be in accordance with the international commercial practices applicable to the type of Contract (Consulting Services, Works, Plant, Goods and Non-Consulting Services) and be designed for efficient disbursement procedures (e.g. minimum disbursement amounts,

especially if agreed in the Funding Agreement; avoidance of multiple recipients of payments, notably in the case of JVs; payments preferably in EUR or USD).

Contracts for Goods usually provide for full payment on the delivery and inspection (if required) of the contracted Goods, except for Contracts involving installation and commissioning; for such contracts, a portion of the payment may be made as advance payment and final payment after the Contractor has complied with all its obligations under the Contract.

Contracts for Works, Plant and Non-Consulting Services may be either ad measurement Contracts or lump sum Contracts. Typically, ad measurement Contracts are most suited when the PEA provided the design for the contractual content and/or the nature of the contractual content is not suitable for lump sum remuneration due to high unforeseen risks (e.g. rehabilitation of a power plant). Ad measurement Contracts usually include an advance payment of up to twenty (20) percent, regular interim payments depending on the progress and a final payment of up to ten (10) percent, payable upon taking over or the issuance of the preliminary acceptance. Lump sum remuneration is applied mostly to Contracts under which the Contractor is responsible for the design of the Works or Plant to be delivered (e.g. turn-key Contracts, design-build-operate Contracts). Payment terms usually include either regular percentage based instalments or instalments against the achievement of predefined milestones.

Contracts for Consulting Services may include remuneration on a lump sum or on a time based basis or a combination of both. Typically, feasibility studies, expert opinions, short term advise, construction design and elaboration of Tender Documents are most suited for lump sum remuneration. Payment terms usually include either regular percentage based instalments or instalments against the delivery of documents or services. Implementation supervision services and long term technical assistance or training services are usually remunerated on a time based basis. Such Contracts foresee an advance payment of up to twenty (20) percent, regular interim payments, preferably on a quarterly basis and a final payment generally between five (5) and ten (10) percent, payable upon acceptance of the services.

## 2.5 Guarantees and Securities

The presentation of an advance payment guarantee in the same amount as the advance payment is generally conditional for the payment of the advance payment. The advance payment guarantee ensures that in the case Contracts are not performed the PEA will be refunded. Depending on the volume and the associated risk, KfW may agree to waive this requirement.

A performance security in accordance with the usual business practice in the particular sector is generally required to guarantee that all contractual obligations will be duly fulfilled by the Contractor throughout the whole Contract period for Contracts for Works, Goods, Plant and major Non-Consulting Services Contracts. The performance security amounts up to ten (10) percent of the Contract value until preliminary acceptance and a portion of it, usually half of the initial amount, shall be extended to cover the defects liability period or the maintenance period.

A retention money security is required if after preliminary acceptance the terms of payment foresee the payment of retention money withheld on interim payments. The retention money security usually is half the amount of the performance security and is to guarantee that Contractors fulfill the remaining obligations after preliminary acceptance during the defects liability or the maintenance period.

Both, the advance payment guarantee, and the performance security shall be abstract guarantees, valid until the secured performance has been affected. In the event of a postponement of the

completion date laid down in the initial Contract, the PEA needs to request an extension of the performance security and retention money security from the Guarantor. Such request shall be in writing and must be made prior to the expiration date established in the security.

Contractors shall be allowed to submit guarantees or securities by a reputable bank of their choice. However, if the guarantor is located outside the PEA's country, if it is not enforceable, the guarantor shall have a correspondent financial institution located in the PEA's country to make it enforceable. In exceptional cases and upon prior approval, KfW may accept guarantees and securities from insurances.

For specimen of the various types of guarantees and securities see Appendix 8. Other forms of guarantees or securities require KfW's approval.

## 2.6 Price Adjustment

The Contract shall state either a) that Contract prices shall be fixed or b) that Contract price adjustments will be made to reflect any changes in major cost components of the Contract, such as labour and materials. The Contract may include the possibility of either a general price adjustment applicable after a predefined number of month (generally between 18 to 24) from a defined date (generally Offer submission or Offer expiry date) for all contractual items or an index-based price adjustment for price sensitive items (e.g. steel, cooper, aluminum or fuel) applicable at the time of purchase or billing.

The formula, the applicable price indices, and the base date for application shall be clearly defined in the Contract. The Contract shall also have appropriate provisions for treatment of the impact changes in laws and regulations on the Contract, including taxes and duties in the PEA's country, if after 28 days prior to the date of Offer submission, that subsequently affects the Contract completion period/delivery date and/or the Contract price.

## 2.7 Taxes, Duties and Levies

Contracts shall have provisions on the treatment of taxes and public duties, payable by the Contractor in the Partner Country and reflect the tax provisions in the Tender Documents. Generally, only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context (e.g. VAT or withholding tax on revenue or income generated through the Contract). Depending on the legal situation governing the Contract the following general cases may occur:

- the Contractor and its staff are exempted from local taxes and public duties, in such cases a copy or at least a reference to the legal act testifying the tax exemption should be attached to the Contract,
- the Contractor and its staff are subject to local taxes and public duties directly attributable to the Contract and the PEA will either remunerate the Contractor or pay these taxes and duties on behalf of the Contractor to tax authorities. In such cases the Contract should specify the nature and amounts of taxes and the procedure of invoicing by the Contractor and the mode of payment by the PEA,
- the Contractor and its foreign staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Contractor and its staff. In such cases offered prices are considered inclusive of local taxes and public duties, i.e. local taxes and

public duties shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.

The Contract shall include a provision for the handling of any changes in local tax law after Award of Contract which has an effect on the cost incurred by the Contractor or its foreign staff and should include the mode of remuneration of an increase or decrease in costs.

For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Contractor and its staff outside the Partner Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.

## 2.8 Warranty/Defects Liability Period

The Contractor's warranty or defects liability period shall be defined in accordance with international industry practice, generally 12 to 24 months. The Contract should further include provisions if the Contractor fails to remedy defects after a given time for reasons attributable to him.

## 2.9 Liquidated Damages

The time for the completion of Works/delivery of Goods or services shall be specified, generally in the form of a contractual time schedule. Provisions for liquidated damages or similar provisions shall be included in the Contract when delays in the delivery of Consulting Services, Goods, completion of Works, or failure of the Goods, Works, and Non-Consulting Services to meet performance requirements would result in extra cost or loss of revenue or other benefits to the PEA. The amount of the liquidated damages is usually a specific amount or a portion in relation to a time unit (e.g. an amount of money or percentage of the Contract price per week) with a ceiling (usually five to 10 per cent of the Contract price).

In exceptional cases provision may also be made for a bonus to be paid to Contractors for completion of Works or delivery of Goods ahead of the times specified in the Contract, when an earlier completion or delivery would be of benefit to the PEA.

## 2.10 Insurance

Contracts shall include types and terms of insurance to be provided by Contractors. Normally Works, Plant and complex Goods contracts shall include an 'all risk' type of insurance policy shall be specified to ensure replacement in the event of damage or loss and injury to any person and Contractor's personnel and damage to property.

Transport insurance for Goods shall be at least 110% (one hundred and ten) of the CIP price of the Goods on an "all risks" basis and should include war risks and strike clauses.

Contracts for Consulting Services should include insurance cover for professional and personal liabilities and, if relevant, insurance for loss or damage for equipment or for motor vehicle third party liability for vehicles if such equipment or vehicles are paid by the PEA and used by consultant, in the context of the Contract.

In the case of Contracts in foreign currency payments due from the insurer shall be made in the same currency of the Contract or in a freely convertible currency on an account to be provided by the PEA after consultation with KfW.

### 2.11 Force Majeure

The Contract shall include provisions for events of force majeure that prevent the parties to perform their contractual obligations. Such events are beyond the control of any of the parties to the Contract, such as natural disasters, war, or disruption of public order. The provisions shall include stipulations for adequate adaptation of the contractual time schedule, extraordinary measures by a Contractor to prevent or reduce damage, reimbursement of the Contractor for such measures and a termination clause, in the case force majeure persists including the mode of compensation of the Contractor.

### 2.12 Applicable Law, Settlement of Disputes and Arbitration

The applicable law shall be specified in the Contract as well as the procedure for the settlement of disputes and arbitration. The provisions should foresee an amicable settlement of disputes between the parties as the first option. In complex infrastructure projects the nomination of one or more dispute adjudicators should be foreseen as well as the rules for the arbitration procedure. The last and final instance for the settlement of disputes should be international commercial arbitration, preferably by recourse to the International Chamber of Commerce (ICC). Instead or in addition to dispute adjudication a mediation procedure might also be taken into account, especially for Contracts with a small Contract values.

KfW shall not be appointed as an arbitrator, nor be requested to appoint one.

### 2.13 Use of Results

The Contractor shall grant the PEA and KfW and, if required the provider of the funds (e.g. German Government or European Union) the right to use, to share, to publish, to duplicate, to quote free of charge the results of the project, including reports and documents relating to it.

### 2.14 Communication and Visibility

The Contractor shall be required to indicate the provider of the funds for the Contract (e.g. the German Government or European Union) according to the requirements of the respective institution<sup>25</sup>. Depending on the nature of the Contract this may include an indication on the provider of the funds on documents, on publicity material or on reports as well as a logo on vehicles, major equipment and major supplies purchased with these funds and indications on the provider of the funds on temporary construction site display panels or an acknowledgment on permanent display panels.

The Contractor shall grant KfW the right to publish, on an annual basis on its internet site, the following information: title of the Contract/Project, nature and purpose of the Contract/Project, name and locality of the Contractor and amount of the Contract/Project in accordance with the applicable data protection laws.

### 2.15 Declaration of Undertaking

A Declaration of Undertaking as per Appendix 1 duly signed by the Contractor shall be attached to the Contract as an integral part of it.

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<sup>25</sup> Further details can be made available on request



## Models for Guarantees and Securities

### Advance Payment Guarantee

Beneficiary: *[insert name and address of PEA]*  
Date of Issue: *[insert date]*  
ADVANCE PAYMENT GUARANTEE No.: *[insert guarantee reference number]*  
Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called "the Contract"). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*<sup>26</sup>, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

*[For guarantees issued in foreign currency insert the following:*

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.

*[For guarantees issued in local currency insert the following:*

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

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<sup>26</sup> This guarantee must be issued in the Contract currency only.

*[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

*[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].*

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Place. date

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Guarantor's authorised signature(s)

*Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.*



### Performance Security

Beneficiary: *[insert name and address of PEA]*

Date of Issue: *[insert date]*

PERFORMANCE SECURITY No.: *[insert security reference number]*

Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance security is required for *[insert percentage in words and figures]*<sup>27</sup> percent of the Contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert security amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

*[For guarantees issued in foreign currency insert the following:*

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[insert name of the Beneficiary and the Beneficiary's country]*.

*[For guarantees issued in local currency insert the following:*

In the event of any claim under this guarantee, payment shall be effected to *[insert the account of the Beneficiary on which payments are to be made]*, for the account of *[insert name of the Beneficiary and the Beneficiary's country]*.

This security shall expire not later than *[insert expiry date]*<sup>28</sup>. By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

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<sup>27</sup> This security must be issued in the Contract currency only.

<sup>28</sup> This security shall be valid for at least 28 calendar days as of the completion date laid down in the Contract (including warranty obligations).

*[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [Insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].*

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Guarantor's authorised signature(s)

*Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version*

### Retention Money Security<sup>29</sup>

Beneficiary: *[insert name and address of PEA]*  
Date of Issue: *[insert date]*  
RETENTION MONEY SECURITY No.: *[insert guarantee reference number]*  
Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called "the Contract").

Furthermore we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the taking-over certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money amount and currency in words and figures or if the amount guaranteed under the Performance Security when the taking-over certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money security.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert security amount and currency in words and figures]*<sup>30</sup> upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for the demand or the sum specified therein.

The retention money security shall come into force and effect as soon as the second half of the Retention Money has been credited to the Contractor on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

*[For securities issued in foreign currency insert the following:*

In the event of any claim under this security, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of *[insert name of the Beneficiary and the Beneficiary's country]*.

*[For securities issued in local currency insert the following:*

In the event of any claim under this security, payment shall be effected to *[insert the account on which payments are to be made]*, for the account of *[insert name of the Beneficiary and the Beneficiary's country]*.

<sup>29</sup> This model is designed for Works, Plant and similar Contracts, if used exceptionally, for Consulting Services the text needs to be adapted

<sup>30</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the taking-over certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated in the Contract currency(ies) only.

This security shall expire not later than *[insert expiry date]*<sup>31</sup>.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

*[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].*

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Place, date

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Guarantor's authorised signature(s)

*Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.*

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31 Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in the Contract. The Beneficiary should note that in the event of an extension of this date for completion of the Contract, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Beneficiary might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

### Annex 6: Environmental and Social Commitment Plan – ESCP

1. The Government of Ghana will implement the Government Goes Solar Project (the Project), with the involvement of the following Ministries/ Departments/Agencies(MDA): the Ministry of Energy (MoEn), the Ministry of Finance (MoF), the Energy Commission (EC), the Electricity Company of Ghana (ECG), and the Northern Electricity Distribution Company (NEDCo). KfW Development Bank (*hereinafter KfW*) has agreed to provide financing for the Project.
2. The Government of Ghana will implement material measures and actions so that the Project is implemented in accordance with the World Bank Environmental and Social Standards (ESSs). This Environmental and Social Commitment Plan (ESCP) sets out material measures and actions, any specific documents or plans, as well as the timing for each of these.
3. The Government of Ghana will also comply with the provisions of any other environmental and social (E&S) documents required under the ESS and referred to in this ESCP, such as Environmental and Social Management Plans (ESMP), and if required Resettlement Action Plans (RAP), Indigenous Peoples Plans (IPPs), and Stakeholder Engagement Plans (SEP), and the timelines specified in those E&S documents.
4. The Government of Ghana is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the MDA referenced in “n°1” above.
5. Implementation of the material measures and actions set out in this ESCP will be monitored and reported to KfW by The Government of Ghana as required by the ESCP and the conditions of the legal agreement, and KfW will monitor and assess progress and completion of the material measures and actions throughout implementation of the Project.
6. As agreed by KfW and the Government of Ghana, this ESCP may be revised from time to time during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to assessment of Project performance conducted under the ESCP itself. In such circumstances, the Government of Ghana or MoEn will agree to the changes with KfW and will update the ESCP to reflect such changes. Agreement on changes to the ESCP will be documented through the exchange of letters signed between KfW and the Government of Ghana as well as MoEn. The MoEn will promptly disclose the updated ESCP.
7. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the Government of Ghana shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts, which may include economic displacement, operational health and safety.

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<b>MONITORING AND REPORTING</b>		
<p><b>A</b></p> <p>Environmental Monitoring</p> <p>Prepare and submit to KfW regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to the implementation of the ESCP, status of preparation and implementation of E&amp;S instruments required under the ESCP, stakeholder engagement activities, and functioning of the grievance mechanism(s).</p>	<p>Submit quarterly reports to KfW throughout Project implementation, commencing after the Effective Date.</p> <p>Submit each report with satisfactory content to the KfW no later than 45 days after the end of each reporting period.</p>	<p>MoEn (PIU) with the Management and Implementation Consultant (MIC)</p>
<p><b>B</b></p> <p>Environmental and Social Incidents</p> <p>Promptly notify KfW of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, inter alia, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, serious or multiple injury. Provide sufficient detail regarding the scope, severity, and possible causes of the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any</p>	<p>Notify KfW no later than 72 hours after learning of the incident or accident.</p> <p>Provide subsequent report to KfW within a timeframe acceptable to the KfW</p>	<p>MoEn (PIU) with MIC</p>

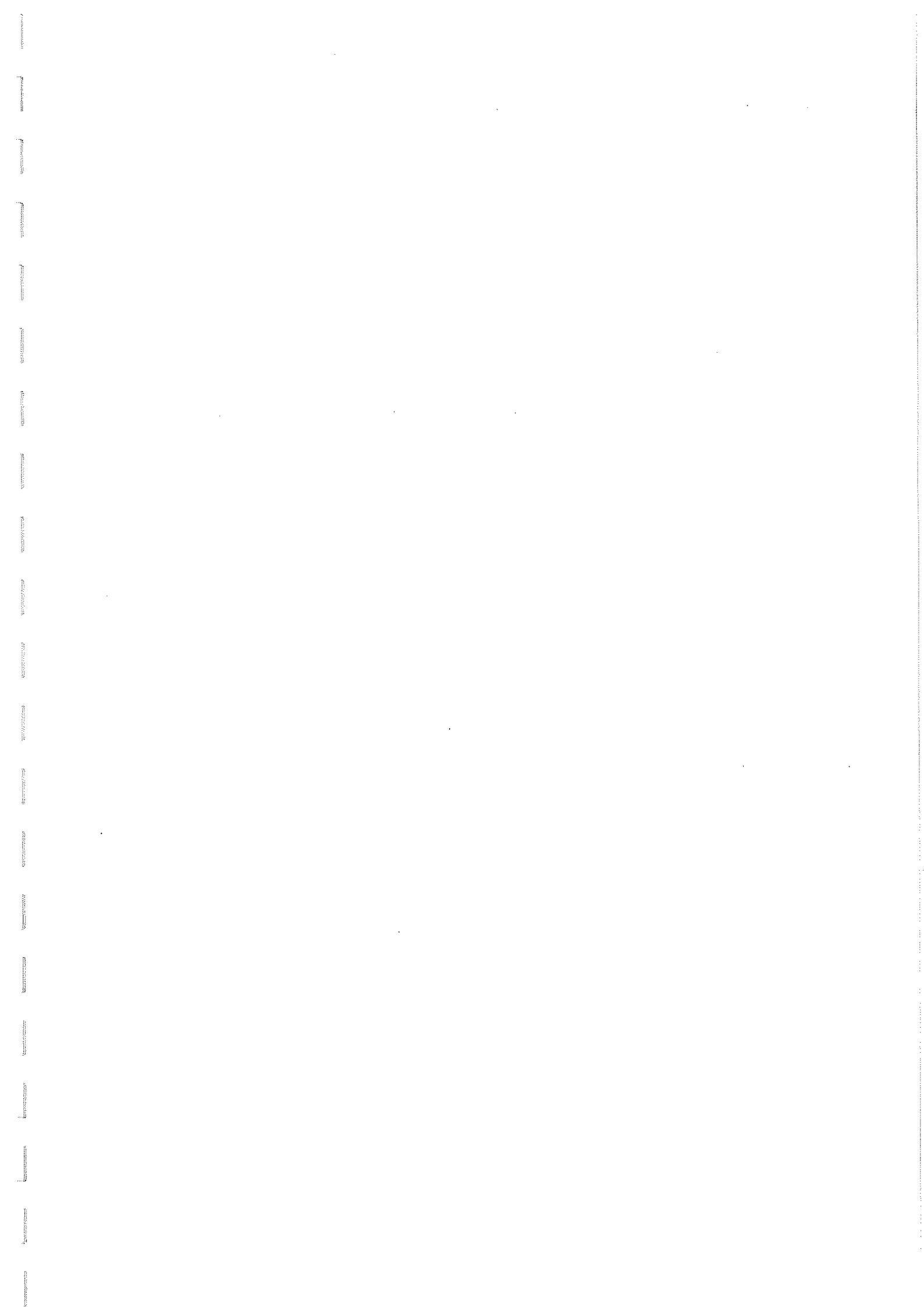
MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<p>information provided by any contractor and/or supervising firm, as appropriate.</p> <p>Subsequently, at KfW's request, prepare a report on the incident or accident and propose any measures to address it and prevent its recurrence.</p>		
<p><b>C CONTRACTORS' MONTHLY REPORTS</b></p> <p>Require contractors and supervising firms to provide monthly monitoring reports on ESHS performance in accordance with the metrics specified in the respective bidding documents and contracts and submit such reports as annexes to KfW.</p>	<p><i>Submit the monthly reports to KfW as annexes to the reports to be submitted under action A above.</i></p>	<p>MoEn (PIU) with MIC</p>
<p><b>ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS</b></p>		

MATERIAL MEASURES AND ACTIONS		RESPONSIBLE ENTITY/AUTHORITY
		TIMEFRAME
1.1	<p><b>ORGANIZATIONAL STRUCTURE</b></p> <p>Establish and maintain an organizational structure (Project Implementation Unit (PIU)) with qualified staff and resources to support management of E&amp;S risks including an occupational health and safety specialist. MoEn will inform KfW with contact details and about possible changes.</p>	MoEn
1.2	<p><b>ENVIRONMENTAL AND SOCIAL ASSESSMENT</b></p> <p>Update, adopt, and implement, the Environmental and Social Management Plan (ESMP) for project construction, operation and deconstruction that has been prepared for the Project, in a manner acceptable to KfW.</p>	MoEn (PIU) with MIC
1.3	<p><b>MANAGEMENT TOOLS AND INSTRUMENTS</b></p> <p>Screen any proposed subproject in accordance with the Environmental and Social Management Plan (ESMP) prepared for the Project, and, thereafter, draft, adopt, and implement the site specific Environmental and Social Management Plan (C -ESMP), as required, in a manner acceptable to KfW.</p>	Contractor under supervision of MoEn (PIU) with MIC
1.4	<p><b>MANAGEMENT OF EPC-CONTRACTORS</b></p>	MoEn (PIU) with MIC



MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<p>Incorporate the relevant aspects of the ESCP, including the relevant E&amp;S documents and/or plans, and the Labor Management Procedures, into the ESHS specifications of the procurement documents with contractors. Thereafter ensure that the contractors comply with the ESHS specifications of their respective contracts.</p> <p>Restrict suppliers from acquiring equipment or operating in sectors under UN, EU or German embargo. Ensure suppliers (major supply items) adhere to national E&amp;S legal standards, fundamental ILO conventions and international treaties, require additional specific mitigation and authorize KfW to inspect and/or audit suppliers.</p>	<p><i>Supervise contractors throughout Project implementation.</i></p>	
<b>ESS 2: LABOR AND WORKING CONDITIONS</b>		
<p><b>2.1</b></p> <p><b>LABOR MANAGEMENT PROCEDURES</b></p> <p>Adopt and implement the Labor Management Procedures (LMP) for the Project, including, inter alia, provisions on working conditions, management of workers relationships, occupational health and safety (including personal protective equipment, and emergency preparedness and response), code of conduct (including relating to SEA and SH), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors, and supervising firms.</p>	<p><i>Developed with ESMP, therefore same timeframe as for the preparation and implementation of the ESMPs.</i></p>	<p>MoEn (PIU) with MIC</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<p><b>2.2</b> <b>GRM MECHANISM FOR PROJECT WORKERS</b> Establish, maintain, and operate a grievance redress mechanism (GRM) for Project workers, as described in the LMP and consistent with ESS2.</p>	<p><i>GRM shall be established prior to engaging Project workers and thereafter maintain and operate it throughout Project implementation.</i></p>	<p>MoEn (PIU) with MIC</p>
<p><b>2.3</b> <b>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES</b> Prepare, adopt, and implement occupational, health and safety (OHS) measures specified in the ESMP.</p>	<p><i>OHS measures shall be established prior to commencement of works and thereafter maintain and operate it throughout Project implementation.</i></p>	<p>MoEn (PIU) with MIC</p>
<p><b>2.4</b> <b>SUPPLY CHAIN RISK MAPPING</b> Implement a supply chain risk mapping for major supply items, but at least for solar panels and disposal of e-waste prior to contracting the supplier/ waste management companies, with a focus on child labor, forced labor and serious safety issues. Results shall inform the procurement of these goods and services in a manner proportionate to the risks and level of control.</p>	<p><i>Prior to the preparation of procurement documents.</i>  <i>Supervise contractors throughout Project implementation.</i></p>	<p>EPC-Contractor under supervision of MoEn (PIU) with MIC</p>
<p><b>ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</b></p>		
<p><b>3.1</b> <b>WASTE MANAGEMENT PLAN</b> Prepare, adopt, and implement a Waste Management Plan (WMP) including E-Waste, to manage hazardous and non-hazardous wastes, consistent with ESS3.</p>	<p><i>Developed three months after Project effectiveness and thereafter implemented throughout Project implementation.</i></p>	<p>MoEn (PIU) with MIC</p>



MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
3.2	<p>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</p> <p>Resource efficiency and pollution prevention and management measures will be covered under the ESMP to be prepared under action 1.2 above.</p>	Developed with ESMP, therefore same timeframe as for the preparation and implementation of the ESMPs.	MoEn (PIU) with MIC
<b>ESS 4: COMMUNITY HEALTH AND SAFETY</b>			
4.1	<p>TRAFFIC AND ROAD SAFETY</p> <p>Adopt and implement measures and actions to assess and manage traffic and road safety risks as required in the ESMPs to be developed under action 1.2 above.</p>	Developed with ESMP, therefore same timeframe as for the preparation and implementation of the ESMPs.	MoEn (PIU) with MIC
4.2	<p>COMMUNITY HEALTH AND SAFETY</p> <p>Prepare, adopt, and implement measures and action to assess and manage specific risks and impacts to the community arising from Project activities, including students, customers, MDA employees, etc., and include these measures in the ESMPs, in a manner acceptable to KfW.</p>	Developed with ESMP, therefore same timeframe as for the preparation and implementation of the ESMPs.	MoEn (PIU) with MIC
4.3	<p>COMMUNITY SAFETY</p>	Developed with ESMP, therefore same timeframe as for the preparation and implementation of the ESMPs.	MoEn (PIU) with MIC

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<p>Adopt and implement measures and actions to assess and manage Gender-Based Violence (GBV), sexual exploitation and abuse (SEA).</p>		
<p><b>4.5 SECURITY PERSONNEL</b></p> <p>If security personnel will be hired, prepare, adopt, and implement a stand-alone Security Personnel Management Plan consistent with the requirements of ESS4, in a manner acceptable to KfW</p>	<p><i>Prior to engaging security personnel and thereafter implemented throughout Project implementation.</i></p>	<p>MoEn (PIU) with MIC</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT		
Not relevant (all subprojects will be implemented on buildings and land already property of the MDAs.)		
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES		
Not relevant (all subprojects will be implemented on buildings and land already utilized by the MDAs)		
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES		
Not relevant		
ESS 8: CULTURAL HERITAGE		
Not relevant		
ESS 9: FINANCIAL INTERMEDIARIES		
Not relevant		
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE		
10.1	STAKEHOLDER ENGAGEMENT PLAN PREPARATION	MoEn (PIU) with MIC
IMPLEMENTATION	Prior to the preparation of procurement documents.	

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<p>Adopt and implement a Stakeholder Engagement Plan (SEP) for the Project, consistent with ESS10, which shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation.</p>		
<p><b>10.2</b></p> <p><b>PROJECT GRIEVANCE MECHANISM</b></p> <p>Establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p>	<p><i>Project Grievance mechanism adopted and implemented three months after project effectiveness and maintained throughout Project implementation.</i></p>	<p>MoEn (PIU) with MIC</p>
<p><b>CAPACITY SUPPORT (TRAINING)</b></p>		
<p><b>CS1</b></p>	<p>Training of MoEn, utilities, EC and MIDAs on: • Operation and maintenance of the PV systems</p>	<p>EPC- Contractor with MIC</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<ul style="list-style-type: none"> <li>a Emergency preparedness and response</li> <li>e Operational health and safety</li> <li>e Community health and safety.</li> </ul>		
<p><b>CS2</b></p> <p>The Management and Implementation Consultant (MIC) will fulfill the following training tasks:</p> <ul style="list-style-type: none"> <li>a Advicing on needed trainings;</li> <li>e Project manager in-ent training for Mobin and EC staff;</li> <li>e Training on the design, simulation and grid integration of PV systems as well as on quality control for Mobin, EC and Utility Companies;</li> <li>e Based on the competency of the EPC contractor (CS1), further training on operation and maintenance on the PV systems for Mobin, EC, Utility Companies, any others;</li> <li>e Specific on-site electrical safety trainings, including electrical safety;</li> <li>e Training of staff in the use of the remote digital monitoring system and corresponding data analysis;</li> <li>e Development of short courses on renewable energies in close cooperation with participating universities;</li> </ul>		MIC



## Annex 7

Annex 7: Procurement Plan  
(Version No. 1, dated 09.06.2022)

Serial No.	Procurement No. <sup>1</sup>	Type <sup>2</sup>	Short Description of Contract Content	Estimated Contract Amount <sup>3</sup>	Source of Funds <sup>4</sup>	Tender Procedure <sup>5</sup>	Stages <sup>6</sup>	Tender Documents <sup>7</sup>	Review by KfW <sup>8</sup>	ESHS risk level <sup>9</sup>	Estimated Tender Publication	Comments <sup>10</sup>
1	tbd	C	Tender Agent for Procurement of Management and Implementation Consultant	25,000 EUR	100% KfW Grant (2017 68 761)	DA	1	KfW	F	n/a	09.22	
2	tbd	C	Management and Implementation Consultant including capacity development measures	2,475,000 EUR	100% KfW Grant (2017 68 761)	ICB	2	KfW	F	n/a	PQ: 11.22 Tender: 01.23	
3	tbd	W	EPC Contractors	25,000,000 EUR	100% KfW Loan (2018 65 104)	ICB	2	KfW	F	B	PQ: 06.23 Tender: 08.23	At least 2 lots, according

<sup>1</sup> KfW's Procurement No. for the respective Tender Process to be provided by KfW's procurement manager; "n/a" if not yet available.

<sup>2</sup> "C" for Consulting Services, "W" for Works, "G" for Goods, "P" for Plant and "NC" for Non-Consulting Services, incl. Contracts contracted beforehand, if any.

<sup>3</sup> To be completed in the currency of the underlying Funding Agreement with KfW.

<sup>4</sup> Share (in %) of the Contract financed by KfW, through the PEU's own funds and/or other financing institutions.

<sup>5</sup> "ICB" for International Competitive Bidding, "NCB" for National Competitive Bidding, "LCB" for Limited Competitive Bidding, "Q" for Price Quotation and "DA" for Direct Award.

<sup>6</sup> "1" for Single-Stage Selection or "2" for Two-Stage Selection

<sup>7</sup> Institution whose standardised Tender Documents are used. It is recommended to use KfW's Standard Tender Documents.

<sup>8</sup> "F" for full review or "S" for simplified review.

<sup>9</sup> "B" for basic, "E" for elevated, "H" for high ESHS risk level or "n/a" if not applicable and "NE", if an ESIA/ESMP is not yet available. The ESHS risk level of a specific Contract is not necessarily identical with the Environmental and Social risk category of the whole project/programme. The level at project appraisal may be indicative and finalised when preparing the Tender Documents for the Contract. If available, the ESIA/ESMP should be consulted and KfW's Standard Tender Documents for further guidance.

<sup>10</sup> Contract related explanation / procedural arrangements (e.g. justification for direct award, One-/two-envelope, evaluation method, thresholds for Tender Procedures in programmes).

4	tbd	C	Auditor	60,000 EUR	100% KfW Loan (2018 65 104) Disposition fund	ICB	2	KfW	F	n/a	PQ: 08.23 Tender: 10.23	to Yellow Book Standard ToRs incl. procure- ment audit
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Annex 7: Procurement Plan  
(Version No. 1, dated 09.06.2022)

Serial No.	Procurement No. <sup>1</sup>	Type <sup>2</sup>	Short Description of Contract Content	Estimated Contract Amount <sup>3</sup>	Source of Funds <sup>4</sup>	Tender Procedure <sup>5</sup>	Stages <sup>6</sup>	Tender Documents <sup>7</sup>	Review by KfW <sup>8</sup>	ESHS risk level <sup>9</sup>	Estimated Tender Publication	Comments <sup>10</sup>
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2	tbd	C	Management and Implementation Consultant including capacity development measures	2,475,000 EUR	100% KfW Grant (2017 68 761)	ICB	2	KfW	F	n/a	PQ: 11.22 Tender: 01.23	
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<sup>1</sup> KfW's Procurement No. for the respective Tender Process to be provided by KfW's procurement manager; "n/a" if not yet available.

<sup>2</sup> "C" for Consulting Services, "W" for Works, "G" for Goods, "P" for Plant and "NC" for Non-Consulting Services, Incl. Contracts contracted beforehand, if any.

<sup>3</sup> To be completed in the currency of the underlying Funding Agreement with KfW.

<sup>4</sup> Share (in %) of the Contract financed by KfW, through the PEU's own funds and/or other financing institutions.

<sup>5</sup> "ICB" for International Competitive Bidding, "NCB" for National Competitive Bidding, "LCB" for Limited Competitive Bidding, "Q" for Price Quotation and "DA" for Direct Award.

<sup>6</sup> "1" for Single-Stage Selection or "2" for Two-Stage Selection

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<sup>8</sup> "F" for full review or "S" for simplified review.

<sup>9</sup> "B" for basic, "E" for elevated, "H" for high ESHS risk level or "n/a" if not applicable and "NE", if an ESIA/ESMP is not yet available. The ESHS risk level of a specific Contract is not necessarily identical with the Environmental and Social risk category of the whole project/programme. The level at project appraisal may be indicative and finalised when preparing the Tender Documents for the Contract. If available, the ESIA/ESMP should be consulted and KfW's Standard Tender Documents for further guidance.

<sup>10</sup> Contract related explanation / procedural arrangements (e.g. justification for direct award, One-/two-envelope, evaluation method, thresholds for Tender Procedures in programmes).

4	tbd	C	Auditor		60,000 EUR	100% KfW Loan (2018 65 104) Disposition fund	ICB	2	KfW	F	n/a	PQ: 08.23 Tender: 10.23	to Yellow Book Standard ToRs incl. procure- ment audit
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## Annex 8: Content and Form of Reporting to KfW

### 1. General

In the Project financed by KfW the PEU representing the Borrower/Recipient commits to provide substantial reporting to KfW. This document, the "KfW Reporting Requirements", represents a collection of particular reporting requirements stated in various guidelines and documents of KfW. To such an extent the "KfW Reporting Requirements" are a standard Annex to the Separate Agreement to Financing Agreements (Loan and Grant Agreement) and to the Terms of Reference (ToR) for Consultancy Services.

The "Reporting Requirements" are the general and basic Reporting Requirements of KfW towards the PEU. The reports shall be countersigned by the MIC. In case another party (e.g. MIC) is charged to write the necessary reports, any report not drafted by the PEU itself but delegated to another party, shall be commented on or approved by countersigning of the PEU.

It is the purpose of this document to give guidance for any type of reporting towards KfW. This document is a recommendation on what to include and how to structure reports. It consists of a standard table of content with essential aspects per chapter, a list of possible annexes and examples for graphical illustrations. More specific requirements of the following types of reports are covered in particular sections:

- Application/ Offer Opening and Evaluation Report;
- Inception Report;
- Project Planning Report;
- Progress Report;
- Incident Report

This document's structure and main contents and items shall remain unchanged. If the requirements stipulated in this document are deemed insufficient, necessary additional and more detailed requirements and limitations may be specified in the Separate Agreement/ ToR/ ... (as applicable).

### 2. Common Requirements

A Report is to be understood as documented information being distributed to all relevant stakeholders. Its preparation shall follow basic documentation quality as stated in ISO 9001 Clause 7.5 Documented Information. All reports shall be prepared in a highly professional manner, in terms of content, comprehension, conciseness and format.

Reports shall contain at least a cover sheet, a table of content, a list of abbreviations and an executive summary.

A cover sheet shall contain key information and data as applicable:

- Client/ Partner and Financier (name, contact person);
- Project Title;
- Project No./ BMZ No.;

- Consultant (name, contact person);
- Contractor/ Supplier/ Subcontractor (name, contact person);
- Reporting title, report number and reporting period;
- Main contractual dates (date of Contract Agreement, start of construction works, completion date, [if applicable]);
- Time elapsed/ remaining;
- Header/ Footer;
- Revision Index, date of issuance, prepared/ approved by.

All subsequent pages including any annexes shall be provided with header and footer containing the following minimum information:

- Legal owner;
- Document reference;
- Revision index;
- Page number;
- Number of pages.

A report shall be laid out and formatted in a neat and uniform manner. Readability is of utmost importance.

- Reports shall generally be formatted onto DIN A4 size portrait format. If the Client's country commonly uses other portrait paper formats (e.g., US Legal), those formats may be used;
- Illustrations and Annexes may use DIN A4 or DIN A3 size portrait and landscape formats;
- Any colours used for formatting shall give sufficient contrast for monochrome printing, main text shall be in deep black colour;
- The text shall have left-and-right justification together with hyphenation;
- Text font size should be 11-12 points. For foot-/end notes, headers and footers, 9 point font size may suffice;
- Character spacing other than Normal should be avoided;
- Left and right page borders should not be less than 2.5 cm on each side. With the amount of data to be put into headers and footers, 3 cm are advisable for the top and bottom borders;
- Line spacing shall generally be 1.15 lines. Paragraphs shall be visibly separated by adequate spacing;
- Common typefaces shall be used to ensure readability across platforms; alternatively all fonts used in the document shall be embedded.

Submission of reports shall be done preferably in MS-Word format for easier annotation; submission in pdf-format shall have enabled text capture functionality.

### 3. Application/ Offer Opening and Evaluation Report

The minimum requirements of the content and structure of the Application/ Offer Opening and Evaluation Reports are defined in Appendix 6 of the Procurement Guidelines "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries". These are described in more detail below.

The PEU (supported by Consultant/ Tender Agent) shall provide KfW with a report of the opening (minutes of Application/ Offer opening) and of the evaluation of Applications (Prequalification evaluation report) and Offers (Proposal/ Bid evaluation report) as defined in the Guidelines.

These reports contain in general the following information and shall be provided for No-Objection:

### 3.1 Minutes of Application/ Offer Opening

1. Names of persons in charge of Application/ Offer opening (Application/ Offer opening committee);
2. Names of other participants (e.g. representatives of Applicants/ Bidders);
3. Date, time and venue of Offer opening;
4. Statement on the status of the envelopes:
  - Timely or delayed delivery;
  - Number of Application/ Offer originals/ copies;
  - Envelope(s) sealed properly;
5. Short description of opening procedure:
  - Which envelope has been opened? Outer/ inner envelope? Envelope containing qualification documents, Technical Offer and/ or Financial Offer?;
  - Which envelopes remaining closed?;
  - For Financial Offer opening: price as per price sheet to be stated;
6. Date of preparation of the report and signature of all members of the Application/ Offer opening committee.

For paperless e-procurement Tender Processes equivalent evidence of Offer opening needs to be provided.

### 3.2 Prequalification and Offer Evaluation Reports

On completion of the Application/ Offer evaluation KfW shall be furnished with a detailed report on the evaluation and comparison of the Applications/ Offers. This shall include substantiated recommendation for the invitation of prequalified Applicants (Request for Proposal/ Instruction to Bidders [RfP/ ITB]) or Award of Contract. If appropriate this must be coordinated with the respective government agencies of the Partner Country who may be involved.

#### 3.2.1 Table of Contents

The general table of contents of evaluation reports looks as follows:

Chapters to be included in the report
Cover Page
1. Introduction
2. Results of Preliminary Evaluation
3. Application/ Offer Evaluation Process
4. Conclusion
Annexes

### 3.2.2 Sample of Content

Disclaimer: The list of issues to be presented in the reporting sections mentioned below is to be read as a minimum requirement and shall be adapted according to the needs of the Project and the recipients of the report.

#### Cover Page: Key Data

- Content as indicated above under Common Requirements.

1. Introduction
  - Short information on Project and Contract content;
  - Tender Procedure (e.g. International or National Competitive Bidding [ICB, NCB]), Single- or Two-Stage Selection, One- or Two-Envelope Submission undertaken;
  - What/ which stage/ envelope is being evaluated in the present report (e.g. Prequalification evaluation, technical Offer evaluation, financial Offer evaluation, combined evaluation);
  - Names of persons in charge of Application/ Offer evaluation (members of Application/ Offer evaluation committee);
  - Start and end of Application/ Offer submission period, including any extensions thereof with reasoning and proof of its publication;
  - Date and medium of publication of tender notice and in the case of Two-Stage Selection PQ-result notice, or when and how took place the invitation to interested/ preselected Persons (evidence of publication to be attached as annex to the report in the case of an ICB and an NCB);
  - In the case of a pre-bid meeting: date, time and venue; participants and minutes of discussion (minutes of meeting to be attached as annex to the report);
  - Clarifications/ addenda to Tender Documents during the Application/ Offer submission period (any clarifications with Applicants/ Bidders during the Application/ Offer submission period and during the evaluation phase to be attached as annex to the report).
2. Results of Preliminary Examination
  - Names of all Applicants/ Bidders (minutes of Application/ Offer opening to be attached as annex to the report);



- If the Application/ Offer fails preliminary acceptance, the reasons must be clearly explained and comprehensible (since rejection at this stage puts the Application/ Offer out of any further considerations, it has to be ensured that the decision to be rejected is justifiable);
  - Applications/ Offers which have been considered for further evaluation.
3. Application/ Offer Evaluation Process
- Basis for evaluation (e.g. KfW's Guidelines, Tender Documents, Public Procurement Regulations);
  - Results of evaluation (usually a summary is provided in the report and details are provided as annex to the report)
    - Pass/ fail criteria: have they been met or not?;
    - Scoring criteria: every score needs to be justified in accordance with the evaluation criteria and matrix.
4. Conclusion
- List of Applicants proposed to be invited to submit an Offer (Prequalification evaluation report), or which Bidders have submitted a technically responsive Offer and can be considered for financial evaluation (technical Offer Evaluation Report), or which Bidders have submitted a responsive financial offer (financial Offer Evaluation Report);
  - List of identified errors, omissions, deficiencies or other subject matter for each Offer substantially compliant with the requirements of the RfP/ ITB and which will be subject to clarifications before Award of Contract;
  - Which Applicants/ Bidders are rejected and for what reason;
  - Final ranking (final/ financial Offer Evaluation Report), which Offer is first ranked/ has the lowest evaluated price and thus is proposed for Award of Contract;
  - Issues (technical and financial) to be handled during Pre-Award Discussion;
  - Signature of all members of the Application/ Offer evaluation committee.

In order to assess the provided reports KfW reserves the right to ask the PEU for further documents, e.g. complete Offers or extracts thereof.

#### 4. Inception Report

The inception report is to be prepared by the MIC to document the activities of the MIC during the inception phase of a project, but it also shall give a preview how the project is intended to be managed and executed. The inception report shall include:

- A detailed Work Plan for the implementation of the project;
- An outline of Section 1 of a Project Planning and Design Report (PPR, see below), if applicable;
- Suggestions for changes that would enhance and improve performance of the system and/ or project;
- Project schedule and detailed cost estimates;
- Identification of additional required studies if necessary;
- Condition assessment of existing equipment/ facilities;
- Outline specifications for all plant and equipment for PEU review/ approval.

#### 5. Project Planning Report

A project planning report shall be a continuation of the inception report. Therein, the concept and the technical solutions shall be described in all necessary details to allow preparation of Tender Documents in the next step of a project. The project planning report shall include as a minimum:

- A validation of the project concept, including measures to improve the performance of the system and/ or project;
- Detailed project schedules and cost estimates, which shall include post-commissioning maintenance requirements;
- Proposals for additional studies, if necessary;
- An assessment of the existing equipment;
- An outline of the specifications for all new and replacement equipment, including post-commissioning maintenance requirements;
- Review of PEU's overall Procurement Plan, Environmental and Social Commitment Plan, showing the structure of Project Contracts/ Lots, budget lines, ESHS classifications for the different lots (according to the standards bidding documents);
- Review of the timeline of the Environmental and Social Commitment Plan -ESCP.

## 6. Progress Report

Progress Reports are prepared to document the implementation of a project during a certain period. Generally, the reports shall be submitted quarterly – depending on the type of project additional monthly and/or (bi-) annual submissions are possible if stipulated in the respective ToR - from the date of contract effectiveness until the completion of the consulting services.

The Progress Report for the final reporting period shall be replaced by a Project Completion Report. Nonetheless, it is important that all content required for a shorter-period progress report is included in a longer-period progress report, as these reports may have different focus.

A progress report shall override the respective progress reports of the shorter reporting period (e.g. quarterly report replaces monthly reports of that period).

The frequency of reporting should be adapted to the needs of the partners and co-financing institutions, but generally quarterly reports would be sufficient during Project implementation. Thus, not all of the reports presented in the table below eventually will be required. The requirements for reporting should also be in line with the stipulations of the Separate Agreement defining the information needs of KfW.

If not determined otherwise in the ToR, the main text of monthly reports should be limited to 1-2 pages, of quarterly reports to maximum 20 pages and annual reports to maximum 50 pages. Additional and more detailed information is to be presented in annexes. The main text should not be a copy and paste of the previous report with some amendments, but a concise report of the key information required.

## 6.1 Table of Contents

The table of contents of Progress Reports shall include the items listed in the chapters below. Not all items might be applicable, depending on the type of Consulting Services and ToR:

Chapters to be included in report	Monthly*	Quarterly	Annual	Feasibility	Implementation
Cover Page		x	x	x	x
1. Executive Summary		x	x	x	x
2. Project Background		x	x	x	x
3. Sector Environment/ Borrower/ PEU			x		x
4. Consultant's Activities, Staffing and Time Schedule	x	x	x	x	x
5. Progress of Services and Works		x	x		x
6. Financial Information	x	x	x	x	x
7. Quality Management		x	x		x
8. ESHS Performance	x	x	x		x
9. Deviations from Project Concept and Contracts	x	x	x	x	x
10. Risk Assessment and prospect of Achieving the Overall Project Goals		x	x	x	x
11. Monitoring of Achievements and Impacts			x		x
12. Outlook/ Recommendations	x	x	x	x	x
Specific requirements to be reported by PEU to KfW, e.g. financial status, capacity development, etc.				x	x

\* If applicable the specific template of a monthly progress report is presented at the end of the document.

## 6.2 Sample of Content

Disclaimer: The list of issues to be presented in the below-mentioned reporting sections is to be read as a general guidance, in no way concluding and shall be adapted according to the needs of the respective Project and the recipients of the reports.

### Cover Sheet: Key Data

- Content as indicated above under Common Requirements.

#### 1. Executive Summary:

to be written in an easily understandable and non-technical language, understandable also to non-experts

- Max. 2-3 pages;
- Status of design/ planning, and construction progress;
- Contract Value and disbursement status/ cash-flow level (in %);
- Listing of important project milestones, compliance with time schedules and planned completion date, state of estimated costs/ current costs and expected costs at completion;
- Major changes to project concept or main components;
- Specific problems/ highlights.

#### 2. Project background

to be the only copy and paste chapter for all time quick project reference with a short description of:

- Objectives of the Project;
- Main measures;
- Construction site description with e.g. map, coordinates, general layout plan;
- Target group;
- Involved parties (PEU, MIC, Contractor(s), Main Subcontractor(s), etc.) with
  - contact person;
  - organization chart;
- Short description on the institutional set up of the environmental, social, occupational health and safety organisation.

Any reported items of earlier reports should be shifted/ stated here to form a project history.

#### 3. Sector Environment/ Borrower/ Recipient/ PEU

- Information on developments/ changes of the general economic and sector conditions which are relevant for the successful implementation of the Project;
- E.g. changes in regulations of the sector; changes in the national sector strategy, e.g. planning of high voltage transmission lines and construction of power plants; development of prices and tariff reforms; further data depending on the individual case: sector-specific or project-type related data (e.g. regional population development, market share, development of world market price), etc.;
- Assessment of PEU's capability to implement and operate the project. Touch upon financial and organisational aspects (liquidity, outstanding accounts, losses, production costs, new fields of operation).

#### 4. Consultant's Activities, Staffing and Time Schedule

- Staffing, on-site/ back-office staffing, reporting of man months in actual period & next period, comparison of actual with target figures, remaining man-months;
- Main activities (e.g. of construction supervision, performed services);

- Target/ actual comparison of activities;
- Time Schedule;
- Preparation and approval of documents, together with a listing of concerned documents including submission and approval dates;
- Listing of meetings prepared (with project executing unit, construction meetings) and brief narration of content;
- Table of letter correspondence concerning time, cost and ESHS issues;
- Report on audits performed.

5. **Progress of Services and/ or Construction Works (per lot/ component)**

To be presented per services/ lot/ component. In case of Joint Ventures (JV) and in case of Subcontractors items are applicable to any related party

- Contractual Information (e.g. Consultants Services, list of Contractor(s) and Subcontractors incl. brief description of each Contractor's tasks, contract volume and results, appendices);
- Consultant's/ Contractor's Resources (Staff and Equipment);
- Progress update on rendering of services and/ or supply of goods as applicable:
  - Goods:
    - type and volume, delivery times, guarantees given, final inspection by manufacturer, acceptance;
  - Transports:
    - type and volume; duration; insurance; storage on construction site;
  - Construction work:
    - type and volume, machinery used, manpower employed; acceptance of construction work;
  - Installation work:
    - type and volume, machinery used, manpower employed, personnel of suppliers;
  - Staff instruction:
    - type and scope, number, qualification of operating staff, advanced training at the supplier's equipment;
  - Commissioning:
    - final acceptance, test runs, operating results; rectifications. Guarantee events (type and scope, consequences);
  - Other activities:
    - preliminary studies, awarding, type and scope, deadlines, personnel, material, external training, acceptance.
- Progress of Works/ Time Schedule (give details to above-listed items wherever applicable)
  - Comparison of contractual schedule and actual performance dates (start of construction, date of completion) (visualized in a tableau);
  - Information on the stage of completion for the main services/ components of the project;
  - Percentage progress of the works compared with the latest approved program schedule, together with a description and percentage estimate of the work programmed for the following periods;
  - Reasons for deviations/ delays, assessment of impact of deviations on time of commissioning and/ or financial planning and project completion;

- Updated time schedule, including expected completion date by component;
- Description of risks to meet the planned/ updated time schedule;
- Claim management:  
pending/ settled/ potential claims by the contractor.

#### 6. Financial Information

- Cash Flow:
  - State of disbursements by the end of the reporting period per service/ contract;
  - Table with the billing report, summarizing:
    - Invoices from all services/ contracts (identification number, date, amount, currency, payment status);
    - Total amount of each contract including amendments (if applicable);
    - Remainder of each contract (incl. amendments, including the difference between the total amount of the contracts and the sum of all invoices being paid, per currency [if applicable]).
- Table with overall state of disbursements of total project volume by the end of the reporting period;
- Table with forecast of disbursements for the next reporting period(s), with estimated time and amount of disbursement requests, as well as a preview of the payment schedule until the end of the project;
- In case of Disposition Fund: Table with total volume, remaining funds, state of disbursements, required funds for the next reporting period;
- In case of Interest Differential Funds: report on accrued amount and usage;
- Report on any circumstances jeopardizing the full financing of the project throughout its duration resp. maximum budget available;
- Status of Advance Payment and Performance Guarantees.

#### 7. Quality Management (as applicable)

- Description of (services/ construction) quality issues during reporting period including all details and measures taken, Consultant's assessment and recommendation;
- Status of other open quality issues;
- Recommendation for improving overall construction quality.

#### 8. ESHS Performance

- Short description of compliance with:
  - i. the Environmental and Social Commitment Plan (ESCP);
  - ii. local and international occupational health and safety standards and ILO core Conventions were met;
  - iii. whether environmental and social management plans (and relevant sub-plans) were adhered to during construction and which additional measures were taken where necessary.

Describe requirements, incl. any changes or difficulties and corrective actions the PEU may have taken; in case corrective actions were identified for the previous reporting period, report on implementation progress/ completion status.

- Status of and compliance with relevant permits;
- Description of any required changes in ESHS measures/monitoring due to changes in project design/implementation;

- Detailed reporting on ESHS Performance during
  - Construction (Contractors incl. contractual and daily wage labourers) and;
  - Ongoing/ extended Operation and Maintenance.

Each of these subsections shall contain the following information below, commensurate with the environmental and social risks:

- i. Human Resources Management status, tables with project staff and Contractors, other contractual labourers, ESHS responsible(s) (month, number of employees, number of H&S Staff) (tables to be presented in the Annex);
- ii. Table with training and qualification

Trainings (examples, please adapt accordingly)	No. of employees	Hours
Induction Training		
Environmental trainings		
Waste Management		
Spillage contingency		
etc.		
OH&S		
1st aid training		
scaffolding		
crane operation		
welding		
etc.		

- iii. Key indicator figures, statistics and summaries
  - Number of inspections carried out per day/ week/ month;
  - Number of near misses;
  - First aid;
  - Incidents with up to 3 days of absences;
  - Incidents with more than 3 days of absence;
  - Fatalities;
  - Work hours lost;
  - Accident frequency rate.

Present the main reasons for the accidents (e.g. falling from height, struck by objects, contact with machinery, electrical accidents, no PPE, etc.) and provide a table containing the main categories of accidents and the no. of people. Describe the corrective actions which have been taken for severe accidents. Incident reports of the accidents shall be stated and enclosed in the Annex (see separate section of this document);

- iv. Documented grievances (workforce, project affected persons) and conflict resolution activities;
- v. Report on stakeholder engagement activities;
- vi. Report on Corporate Social Responsibility (CSR)/ Community Development Activities (provide a brief summary of activities, as applicable).

## 9. Deviations from Project Concept and Services/ Contracts

Consequences have to be considered on project schedule and project costs

- Description and reasons for major deviations from original project concept during appraisal;

- Description and reasons for major deviations from planned man-months/ quantity structure of the main components;
  - Recommendations and reasoning for future changes/ modifications and deviations from the project concept;
  - Claim/ Cost variation management: pending/ settled/ potential claims by the contractor.
10. Risk Assessment and Prospect of Achieving the Overall Project Goals
- Analysis of (potential) risks;
  - Information on progress and status of achieving the financial, schedule and technical project goals and project objectives as well as outputs (as defined in the Results Matrix);
  - Reasons for deviations or current problems (if any);
  - Assessment of consequences for sustainable project success, and measures to be taken/ proposed solutions, information on any developments that might jeopardize the success of the project; if so, proposition of additional activities which should be included into the project;
  - Assessment of the occurrence and the management of risks envisaged at the start of the project;
  - State of solutions of previous problems;
  - Table with Project Indicators and their achievability, as defined in the Results Matrix.
11. Monitoring of Achievements and Impacts
- Indicator baseline (according to indicators defined in the Results Matrix) and progress/ achievements;
  - Monitoring of impacts.
12. Outlook and Recommendations
- Outlook for the next reporting period (planned activities and results);
  - Recommendations and need for action to be taken by project participants.

### 6.3 List of Annexes

(Examples, not necessarily required for each kind of report)

a) Tool for financial monitoring

- Tool funding;
- Expenses per term;
- Financial details;
- Details of execution;
- Status of indicators;
- Timeframe.

b) Staffing Schedule

- Description for each person/ position;
- Man-months available of each person/ position;
- Required man-months by person/ position so far/ up to now;
- Remaining man-months by person/ position;
- Visualization of actual operating time compared to planned.

c) Time Schedule

- For consulting and construction/ delivery;
- Contractual/ actual.



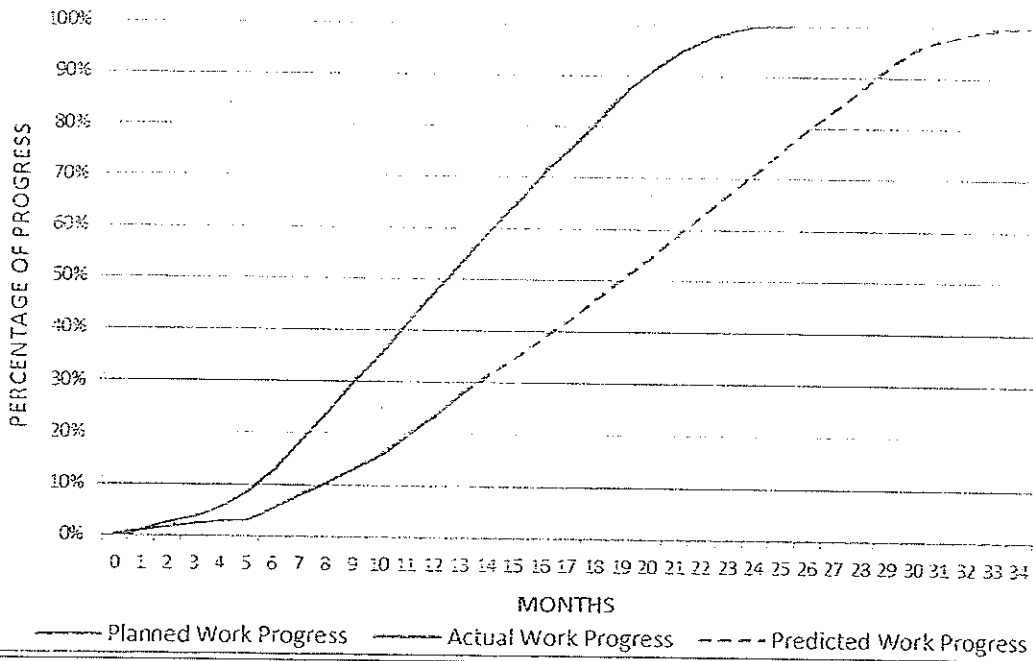
- d) **Milestone List**
  - For each contractual component;
  - planned/ expected/ actual date of completion;
  - delays.
- e) **Contracts**
  - List of construction and supply contracts;
  - Short description of deliveries and services;
  - Contract volume;
  - Contractual dates: start of works, planned/ actual overall completion.
- f) **Cost Control/ Cash Flow**
  - List of main components/ contracts;
  - Estimated costs;
  - Contract value;
  - Forecasted billing sum (incl. expected addenda);
  - State of disbursement and forecast;
  - Short reason for deviations.
- g) **Disposition Fund**
  - Total funds available;
  - Funds transferred;
  - Sum of disbursements;
  - Expected disbursements and transfer of funds required for next reporting period.
- h) **ESHS instruction and site inspection protocols**
- i) **Minutes of Meeting**
- j) **Important Correspondence**
- k) **Photo Documentation**

About 10 photos resp. 5 photos per construction site, additionally small incident photos (if applicable).
- l) **Photos of Accident and Incident Reports**
- m) **For annual reports:**

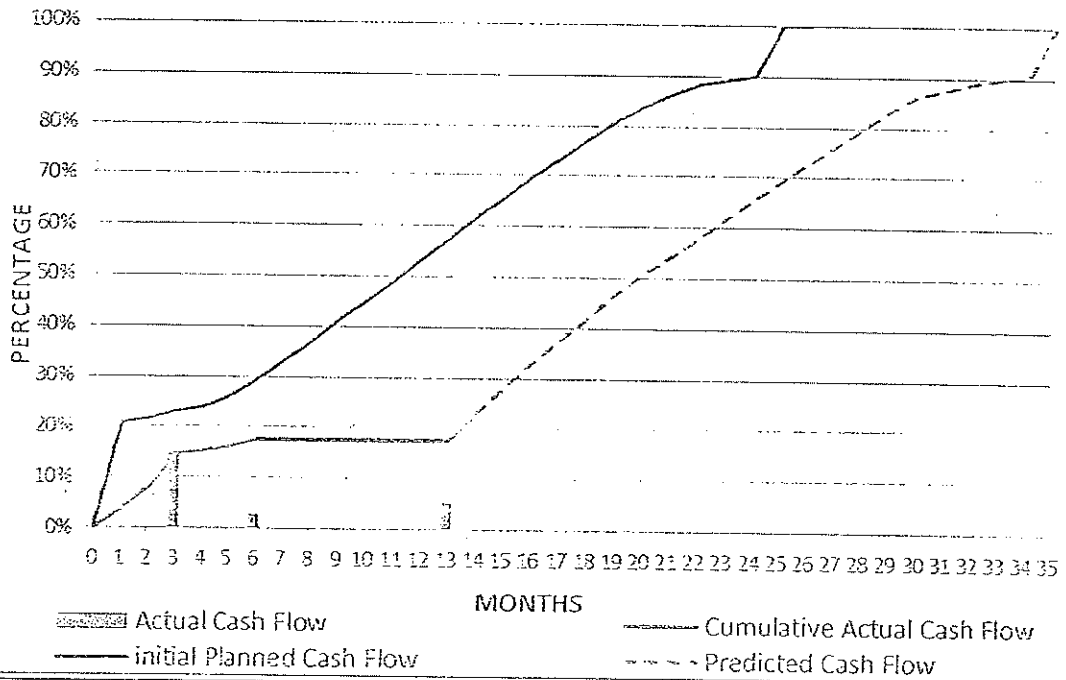
Detailed documentation of the implementation status of the ESCP/ESMP/ESAP as applicable shall be presented in table format

#### 6.4 Examples for Figures:

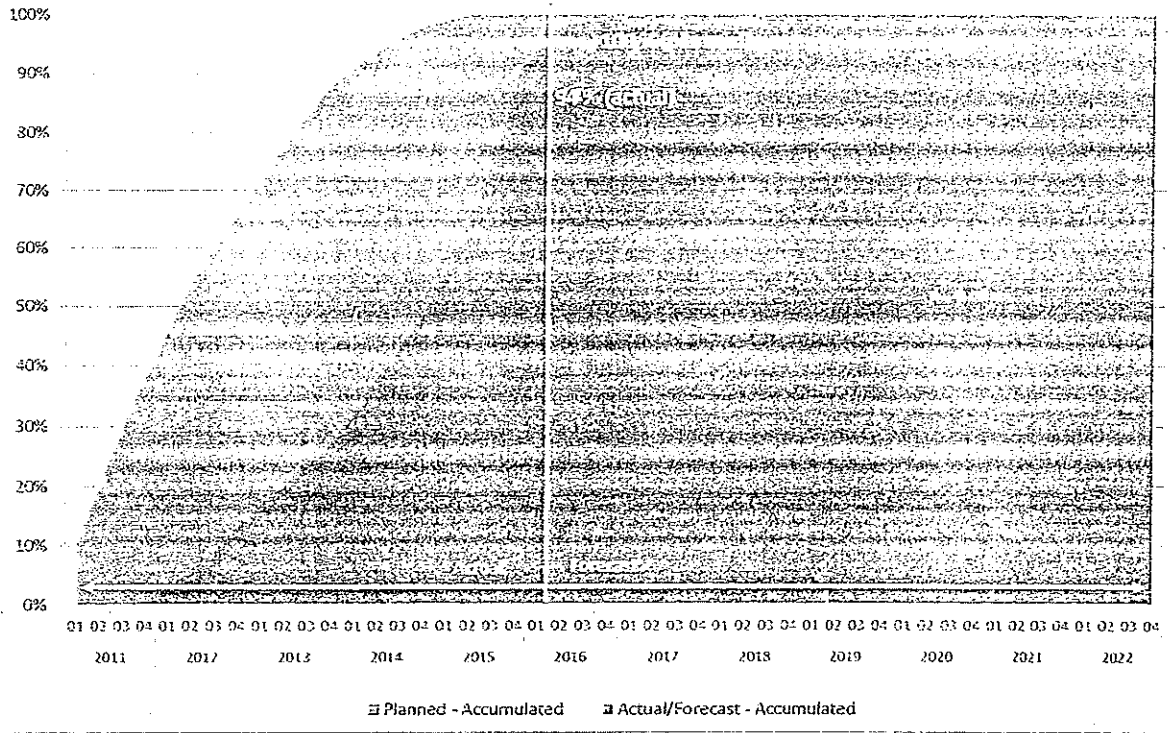
Planned, Actual and Projected Work Progress as at 31<sup>st</sup> December 2017



Predicted and Actual Cash Flow as at 31<sup>st</sup> December 2017



Technical Progress - Component I



6.5 Template for Monthly Report

One or two pages, to be sent by email.

Month/Year

Project Name		Client	
Financing Agreement No.		Financing	
Project Region		Reporting Period	
Consultant			

Personnel in the Field			
Principal Activities	<ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>		
Progress of Works			
Funds disbursed (approx.)	Principal Items	Reporting Period €	Total €

ESHS Incidents	a) b)
Problems Encountered	a) b)
Suggested Solutions	a) b)
Status of Previous Problems	a) b)
Activities Planned	• •
Schedule	
Other	

## 7. Incident Report

### 7.1 General

An Incident Report shall be promptly provided to KfW, but in any case within three working days of the occurrence of any of the events as set out in this Sub-clause.

#### i. Details of

- a) any incident of an environmental or occupational health and safety nature including (without limitation) any explosion, spill or workplace accident which results in death, serious or multiple injuries or material environmental contamination, accidents of members of the public/ local communities, resulting in death or serious or multiple injuries, sexual harassment and violence involving project workforce);
- b) or any incident of a social nature including (without limitation) any labour strike or violent labour unrest or dispute with local communities, occurring on or nearby any site, plant, equipment or facility of the PEU which has or is reasonably likely to have a material negative impact on the environment, the health, safety and security situation, or the social and cultural context, together with, in each case, a specification of the nature of the incident or accident and the on-site and off-site effects of such events or;

- c) or any incident in relation to severe threats to public health and safety, allegations on inadequate resettlement compensation, disturbances of natural ecosystems, discriminatory practices in stakeholder consultation and engagement (including the right of indigenous peoples to Free, Prior and Informed Consent), any allegation that require intervention by the police/other law enforcement authorities, such as loss of life, sexual violence or child abuse;
  - d) any actions by the competent authorities/ regulators leading to partial or complete stop of project activities, and;
- ii. Details of any action the PEU proposes to take in order to remedy the effects of these events, and shall keep KfW informed about the progress in respect of such remedial action.

After becoming aware of material complaints and grievances addressed to the PEU or significant social grievance or protest, promptly notify KfW of any significant complaints, community or worker-related protest directed to the Project which can potentially have a material adverse effect on the Project or can potentially result in national or international media attention.

A particular guidance for an Immediate Incident Notification is attached (Attachment 1).

## 7.2 Types of Reportable Injury

### The death of any person

All deaths to workers and non-workers, with the exception of suicides, must be reported if they arise from a work-related accident, including an act of physical violence to a worker.

### Specified injuries to workers

- Fractures, other than to fingers, thumbs and toes;
- Amputations;
- Any injury likely to lead to permanent loss of sight or reduction in sight;
- Any crush injury to the head or torso causing damage to the brain or internal organs;
- Serious burns (including scalding) which:
  - Covers more than 10% of the body;
  - Causes significant damage to the eyes, respiratory system or other vital organs;
- Any scalping requiring hospital treatment;
- Any loss of consciousness caused by head injury or asphyxia;
- Any other injury arising from working in an enclosed space which:
  - Leads to hypothermia or heat-induced illness;
  - Requires resuscitation or admittance to hospital for more than 24 hours.

Attachment 1: Guidance for Accident and Incident Reporting

Attachment 2: Immediate Incident Notification Template

## Attachment 1: Guidance for Accident and Incident Reporting

### Basic Information

- Date, time, weather/ lighting/ conditions;
- Statement of facts;
- Details of deaths, injuries, damage, immediate losses;
- Details of witnesses;
- Details of whether scene was secured/ photographed;
- Details of any item tested/ sampling/ sent for testing/ removed from scene;
- Details of person leading investigation;
- Time lapse between accident and investigation.

Basic data should be clear, unambiguous, and factual (i.e. free from interpretation). Any gaps in the data should be highlighted and addressed in the investigation.

### Investigation

- Reconstructed timeline of events, with the incident/accident in the mid-point, and linked events streamed either side, with clear identification of individuals/teams/third parties (e.g. contractors) that are linked and therefore require interviewing;
- Robust but sensitive questioning of witnesses and individuals/third parties linked to;
- Clarify facts, assist with timeline reconstruction and advance the investigation. Statements/ notes of interviews to be included.

The investigation must follow the facts, witnesses and linked individuals/third parties and the timeline, and not be constrained by the incident/accident event in isolation. In case publications on the event are available, these should be attached to the report (e.g. press articles, online articles, radio and TV- spots).

### Analysis

- Using basic data, interview outcomes and reconstructed timeline, identification of:
  - Immediate causes;
  - Underlying causes (actions in the past that have allowed or caused undetected unsafe conditions/acts);
  - Root causes (generally organisational/management failings, sometimes not directly/obviously in relation to accident/incident regarding location/time);
  - Identification of absent/inadequate/failed/unused risk identification, management and control measures, reference/gap analysis against relevant national legislation and against the international standards as applicable and agreed upon for the Project.
- Conclusions and summary of root causes and underlying causes for the accident/incident.

Analysis must be sufficiently rigorous to go wherever the investigation has led. Identification of root, underlying and immediate causes must be sufficiently credible and robust to withstand third-party scrutiny.

### Way forward

- For EACH root cause, underlying and immediate cause, a corrective/preventive action is required (these may be numerous and interlinked);
- For EACH action, a named person with sufficient resource to deliver upon it and a clear timeline (action plan) is required. In addition, a named person should have overall responsibility for monitoring/ reporting on progress (with timelines);
- Demonstration, that all actions together will prevent recurrence; evidence that current risk assessments/procedures have been revised to reflect this;
- Details of communications to stakeholders, to include a concise summary of the investigation, including the action plan, and lessons learned;
- Details of ongoing support and assistance to those impacted directly or indirectly by the accident.

Attachment 2: Immediate Incident Notification Template

IMMEDIATE INCIDENT NOTIFICATION				
<b>1. Incident Details</b>				
Project Company		Date of Incident		
		Time of Incident		
Location of incident		Type of Incident	Environmental <input type="checkbox"/>	
			Injury	Workforce <input type="checkbox"/>
				Public/Local community <input type="checkbox"/>
		Social Incident (e.g. violent labour unrest) <input type="checkbox"/>		

2. WHAT HAPPENED
<i>Brief description of incident</i>

3. INJURED WORKERS						
Employee/ Contractor	Sex	Age	Job Title/ Description	Time with company	Cause	Injury Type (Major/ Fatal)

4. INJURED MEMBERS OF PUBLIC						
Name	Sex	Age	Community	Place of Residence	Cause	Injury Type (Major/ Fatal)



5. ENVIRONMENTAL INCIDENT			
Type (Spill/ Gas Release)	Total Loss (Litres /kG)	Cause	Damage

6. WITNESSES TO INCIDENT			
Name	Sex	Place of Residence	Description of incident

7. OTHER RELEVANT INFORMATION			
Have the authorities been informed?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>Please provide further information here</i>			
Media attention?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>Please provide further information here</i>			
Any effects off-site?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>Please provide further information here</i>			
Photographs taken? <i>(please include them in this report)</i>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Date			
Which immediate corrective actions have been taken after the accident? By whom? <i>Please describe here if the accident lead to changes into the works organisation or process, if specific equipment has been acquired/mobilised, if protection measures were implemented, if works have stopped etc.</i>			
Person completing form:			
Name and position:			
Contact details:			
Phone		Email	

## Annex 9: List of Selected Government Facilities

Category	Facility Name	Region	Utility Company	PV Capacity Recommended (kW <sub>p</sub> )	PV Production as % of Consumption
Universities	Kwame Nkrumah University of Science and Technology (KNUST)	Ashanti	ECG	4539	30
Regional councils	Parliament House	Greater Accra	ECG	3180	72
Universities	University of Education Winneba (UEW)	Central	ECG	2310	81
Universities	University of Ghana (UG)	Greater Accra	ECG	2114	30
Universities	University of Cape Coast (UCC)	Central	ECG	1580	32
Universities	University of Mines and Technology (UMAT)	Western	ECG	863	100
Universities	Accra Technical University (ATU)	Greater Accra	ECG	670	60
Universities	University for Development Studies Tamale (UDS)	Northern	NEDCo	526	100
Universities	University of Health and Allied Sciences (UHAS)	Volta	ECG	493	100
Universities	Ghana Institute of Management and Public Administration (GIMPA)	Greater Accra	ECG	473	33
Universities	Kumasi Technical University (KSTU)	Ashanti	ECG	429	100
Universities	Cape Coast Technical University (CCTU)	Central	ECG	395	100
Universities	Tamale Technical University (TATU)	Northern	NEDCo	393	43
Ministries	Ministry of Finance and Economic Planning	Greater Accra	ECG	388	47
Universities	Ho Technical University (HTU)	Volta	ECG	380	94
Universities	Takoradi Technical University (TTU)	Western	ECG	370	100
Ministries	Ministry of Defence	Greater Accra	ECG	283	65

Universities	University of Professional Studies (UPSA)	Greater Accra	ECG	271	100
Universities	Koforidua Technical University (KTU)	Eastern	ECG	247	100
Universities	Sunyani Technical University (STU)	Bono	NEDCo	245	100
Ministries	Ministry of Foreign Affairs	Greater Accra	ECG	240	34
Universities	Wa Polytechnic (WAPOLY)	Upper West	NEDCo	238	100
Universities	Bolgatanga Polytechnic (BPOLY)	Upper East	NEDCo	178	100
Ministries	Ministry of Gender, Children and Social Protection	Greater Accra	ECG	160	35
Prisons	Prisons Headquarters	Greater Accra	ECG	150	100
Prisons	Ankaful Maximum Security	Central	ECG	140	66
Universities	University of Energy and Natural Resources (UENR)	Bono	NEDCo	138	100
Regional councils	Western North Regional Council	Western North	ECG	115	97
Ministries	Ministry of Information	Greater Accra	ECG	105	79
Courts	Kumasi	Ashanti	ECG	100	59
Ministries	Ministry of Lands and Natural Resources	Greater Accra	ECG	85	30
Ministries	Ministry of Roads and Highways	Greater Accra	ECG	80	51
Ministries	Ministry of Trade and Industry	Greater Accra	ECG	70	50
Ministries	Ministry of Energy	Greater Accra	ECG	65	32
Ministries	Ministry of Employment and Labour Relations	Greater Accra	ECG	60	58
Prisons	Sunyani Central (and Sunyani female)	Bono	NEDCo	54	100

