

MEMORANDUM TO PARLIAMENT

SUBMITTED BY:

HON. DR. MOHAMMED AMIN ADAM
(MINISTER FOR FINANCE)

TITLE:

REQUEST FOR TAX AND DUTY WAIVER FOR THE CONTRACT FOR THE
SUPPLY AND ERECTION OF ELECTRICAL MATERIALS AND EQUIPMENT
FOR THE ELECTRIFICATION OF 205 COMMUNITIES IN THE UPPER EAST
REGION (SHEP 4) PHASE 2 BY MESSRS. THENGASHEP GHANA LIMITED

12th MARCH, 2024

1.0. ACTION REQUIRED

1.1. Hon. Members of Parliament are respectfully requested to consider and approve the request for the waiver of taxes and duties i.e Import Duties, Import VAT, Import NHIL, Import GETFund, EXIM levy and Special Import levy (SIL) amounting to a cedi equivalent of **€12,757,780.00** on materials/goods and equipment to be imported by Ministry of Energy/Thengashep Ghana Limited for the Rural Electrification Project in selected communities in Ghana under the National Electrification Scheme (NES) and the Self Help Electrification Programme (SHEP-IV).

1.2 H.E. The President on January 25, 2024 granted executive approval for the above request to enable this Ministry lay same before Parliament for their consideration and approval in satisfaction of Article 174(2) of the 1992 Constitution.

2.0. BACKGROUND TO THE PROJECT

2.1 It is to be noted that:

- Parliament, at the Twenty-First Meeting held on Thursday, 5th November, 2020, approved by Resolution the Credit Facility Agreement between the Republic of Ghana and the Standard Chartered Bank, London for an amount of €58,058,522.99 for the Electrification of 205 Communities in the Upper East Region (SHEP 4)-Phase 2.
- Parliament, on the same date approved by resolution, the Contract Agreement between the Government of Ghana represented by the Ministry of Energy and Messrs. Thengashep Ghana Limited for an amount of €50Million for the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4)-Phase 2.

2.2. A major objective of the Government's poverty reduction and growth agenda is the extension of electricity infrastructure to support the operation of productive ventures, social projects and activities, especially in rural areas. The vehicle for attaining this objective is the National Electrification Scheme (NES).

2.3. The NES which commenced in 1990 aims at extending the reach of reliable electricity supply to all parts of the country over a 30-year period. Complementary to the NES is the Self-Help Electrification Programme (SHEP), under which communities which are within 20km radius of an existing medium voltage (MV) network and which have provided the requisite Low Voltage (LV) electric poles and have wired at least one third (1/3) of the houses are qualified to be connected to the national electricity grid.

2.4. So far, over 23,000 communities in Ghana have been connected to the National Electricity Grid under the NES and SHEP since their commencement in 1990. Consequently, the access rate to electricity in Ghana has increased from about 15% of the population at the inception of the NES to the current level of 88.85%.

3.0 OBJECTIVE OF THE PROJECT

The overall objective of the project is to ensure universal access to reliable electricity by the end of 2024.

4.0 JUSTIFICATION FOR GOVERNMENT'S SUPPORT FOR TAX EXEMPTION

5.1 The Government of Ghana acting through the Ministry of Energy upon signing of the Commercial Contract with Messrs. Thengashep on June 28, 2022 is required to abide by the terms of the Agreement.

5.2 Under Clause 13.8 (Adjustments for changes in cost) of the Particular Conditions of Contract (PCC), the "Contract is a fixed price contract and contract price adjustment for changes in cost shall not apply". Similarly, Clause 14.1 of same also stipulates that, the Employer shall pay to the Contractor as its fee for the Works, a total sum not to exceed €50 Million excluding taxes, duties and levies in Ghana.

5.3. Based on the above, Government of Ghana thus becomes liable for the component of the project financing cost covering taxes and duties levied in Ghana with respect to the importation of materials and equipment required for the implementation of the project.

6.0 ASSESSMENT OF TAXES, DUTIES AND LEVIES TO BE WAIVED

6.1. The Ghana Revenue Authority (GRA) has assessed the applicable taxes, duties and levies payable on the materials and equipment to be imported under the project at the cedi equivalent of **€12,757,780.00** (i.e. Import Duties, Import VAT, EXIM levy, Import NHIL/GETFund levy & SIL).

The breakdown is shown in the table below:

SUMMARY TABLE OF EXEMPTION BEING SOUGHT

Tax type	Taxes assessed	Tax waiver amount (€)
Imports	Import Duty	4,453,091.00
	Import NHIL/GETFund	1,783,217.00
	Import VAT	5,617,134.00
	EXIM Levy	246,638.00
	Special Import Levy	657,700.00
Total		12,757,780.00

7.0 CONCLUSION

To ensure that the Government's objective of universal access to reliable electricity is hopefully achieved by the end of year 2024, Hon. Members of Parliament are respectfully requested to consider and approve the request for tax exemption amounting to a cedi equivalent of **€12,757,780.00** in satisfaction of Article 174(2) of the 1992 Constitution.


.....
HON. DR. MOHAMMED AMIN ADAM
(MINISTER FOR FINANCE)

ATTACHMENTS:

1. Copy of Executive approval for tax exemption;
2. Copy of Parliamentary approval of loan facility;
3. Copy of Parliamentary Approval of Commercial Agreement;
4. Copy of Commercial Contract Agreement;
5. Copy of Value For Money Audit; &
6. Tax Assessment by GRA



REPUBLIC OF GHANA

OFFICE OF THE PRESIDENT

SECRETARY TO THE PRESIDENT

Jubilee House, Accra
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Tel: +233 (0) 302 738 601
Digital Address: GA-000-0288

Ref. No.

ofs 182/24/19

25th January, 2024

Humble Request

RE: REQUEST FOR EXECUTIVE APPROVAL FOR TAX AND DUTY WAIVER ON MATERIALS/GOODS AND EQUIPMENT TO BE IMPORTED FOR THE NATIONAL ELECTRIFICATION SCHEME (NES) AND THE SELF-HELP ELECTRIFICATION PROGRAMME (SHEP-IV) BY THE MINISTRY OF ENERGY/MESSRS. THENGASHEP GHANA LIMITED

I refer to your letter with reference no. RPD/TPU/ED/024 dated 23rd January, 2024 regarding the above subject matter.

The President has granted executive approval for the waiver of taxes on Import Duties, Import VAT, Import NHIL, Import GETFund, EXIM Levy and Special Import Levy (SIL) amounting to a Cedi equivalent of **€12,757,780.00** on materials/goods and equipment to be imported by Ministry of Energy/Thengashep Ghana Limited for the Rural Electrification Project in selected communities in Ghana under the National Electrification Scheme (NES) and the Self Help Electrification Programme (SHEP-IV).

I shall be grateful if you could take requisite action on the above.

**NANA BEDIATUO ASANTE
SECRETARY TO THE PRESIDENT**

**THE HON. MINISTER
MINISTRY OF FINANCE
ACCRA**

ATTN: MR. KEN OFORI-ATTA

Cc: The Vice President
Jubilee House, Accra

The Chief of Staff
Jubilee House, Accra

Secretary to the Cabinet
Jubilee House, Accra

The Hon. Minister
Ministry of Energy
Accra



PARLIAMENTARY SERVICE

Parliament House - Accra (Ghana)

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0302 664 042

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Website: www.parliament.gh

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and date of this letter should
be quoted

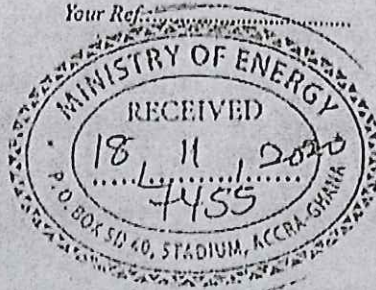
My Ref. No. *PS/CS/80/29*

Your Ref.:

19 November 20

THE HON. MINISTER,
MINISTRY OF FINANCE,
ACCRA.

Hon. Minister,



EKF-BACKED LOAN FACILITY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA (REPRESENTED BY THE MINISTRY OF FINANCE) AND STANDARD CHARTERED BANK, LONDON (AS ORIGINAL LENDER, AGENT, STRUCTURING BANK, AND MANDATED LEAD ARRANGER) FOR AN AMOUNT OF FIFTY-EIGHT MILLION, FIFTY-EIGHT THOUSAND, FIVE HUNDRED AND TWENTY-TWO EUROS AND NINETY-NINE CENTS (€58,058,522.99 [INCLUDING EKSPORT KREDIT FONDEN BACKED GUARANTEE]) TO FINANCE THE SUPPLY AND ERECTION OF ELECTRICAL MATERIALS AND EQUIPMENT FOR THE ELECTRIFICATION OF 205 COMMUNITIES IN THE UPPER EAST REGION (SHEP 4) – PHASE 2

Parliament at its Twenty-First Sitting of the Third Meeting held on Thursday, 5th November, 2020 approved by resolution, the EKF-Backed Loan Facility Agreement between the Government of the Republic of Ghana (represented by the Ministry of Finance) and Standard Chartered Bank, London (as Original Lender, Agent, Structuring Bank, and Mandated Lead Arranger) for an amount of Fifty-Eight Million, Fifty-Eight Thousand, Five Hundred and Twenty-Two Euros and Ninety-Nine Cents (€58,058,522.99 [including Eksport Kredit Fonden backed guarantee]) to finance the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4) – Phase 2.

I am directed to forward to you the text of the Resolution as follows:

WHEREAS

1. By the provisions of Article 181 of the Constitution and Sections 55 and 56 of the Public Financial Management Act, 2016 (Act 921), the terms and conditions of all government borrowings shall be laid before Parliament and shall not come into operation unless the terms and conditions are approved by a resolution of Parliament in accordance with article 181 of the Constitution;
2. Pursuant to the provisions of the said Article 181 of the Constitution and Sections 55 and 56 of the Public Financial Management Act, 2016 (Act 921), at the request of the Government of the Republic Ghana

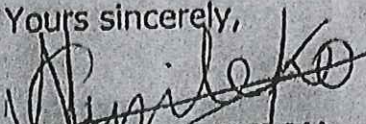
acting through the Minister responsible for Finance, there has been laid before Parliament a EKF-Backed Loan Facility Agreement between the Government of the Republic of Ghana (represented by the Ministry of Finance) and Standard Chartered Bank, London (as Original Lender, Agent, Structuring Bank, and Mandated Lead Arranger) for an amount of Fifty-Eight Million, Fifty-Eight Thousand, Five Hundred and Twenty-Two Euros and Ninety-Nine Cents (€58,058,522.99 [including Eksport Kredit Fonden backed guarantee]) to finance the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4) – Phase 2.

**THIS HONOURABLE HOUSE HEREBY RESOLVES AS
FOLLOWS:**

In accordance with the provisions of the said Article 181 of the Constitution and Sections 55 and 56 of the Public Financial Management Act, 2016 (Act 921), this House approves, by resolution, the EKF-Backed Loan Facility Agreement between the Government of the Republic of Ghana (represented by the Ministry of Finance) and Standard Chartered Bank, London (as Original Lender, Agent, Structuring Bank, and Mandated Lead Arranger) for an amount of Fifty-Eight Million, Fifty-Eight Thousand, Five Hundred and Twenty-Two Euros and Ninety-Nine Cents (€58,058,522.99 [including Eksport Kredit Fonden backed guarantee]) to finance the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4) – Phase 2.

The Resolution is respectfully submitted for your appropriate action.

Yours sincerely,


CYRILIK. O. NSIAH
Clerk to Parliament

Cc: Hon. Minister for Parliamentary Affairs.
Hon. Attorney-General and Minister for Justice.
Hon. Minister for Energy.



PARLIAMENTARY SERVICE

Parliament House - Accra (Ghana)

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and date of this letter should
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My Ref. No.: PS/45/80/30
Your Ref.:

10th November

THE HON. MINISTER,
MINISTRY OF ENERGY,
ACCRA.

Hon. Minister,

CONTRACT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA (REPRESENTED BY THE MINISTRY OF ENERGY) AND THENGASHEP GHANA LIMITED FOR AN AMOUNT OF FIFTY MILLION EUROS (€50,000,000.00) FOR THE SUPPLY AND ERECTION OF ELECTRICAL MATERIALS AND EQUIPMENT FOR THE ELECTRIFICATION OF 205 COMMUNITIES IN THE UPPER EAST REGION (SHEP 4) – PHASE 2.

Parliament at its Twenty-First Sitting of the Third Meeting held on Thursday, 5th November, 2020 approved by resolution, the Contract Agreement between the Government of the Republic of Ghana (represented by the Ministry of Energy) and Thengashep Ghana Limited for an amount of Fifty Million Euros (€50,000,000.00) for the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4) – Phase 2.

I am directed to forward to you the text of the Resolution as follows:

WHEREAS

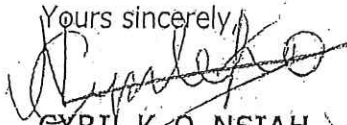
1. By the provisions of Article 181(5) of the Constitution the terms and conditions of any international business or economic transaction to which the Government of Ghana is a party shall not come into operation unless the said terms and conditions have been laid before Parliament and approved by Parliament by a Resolution supported by the votes of a majority of all Members of Parliament;
2. Pursuant to the provisions of the said Article 181(5) of the Constitution, and at the request of the Government of Ghana acting through the Minister responsible for Energy, there has been laid before Parliament the terms and conditions of a Contract Agreement between the Government of the Republic of Ghana (represented by the Ministry of Energy) and Thengashep Ghana Limited for an amount of Fifty Million Euros (€50,000,000.00) for the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4) – Phase 2.

THIS HONOURABLE HOUSE HEREBY RESOLVE AS FOLLOWS:

In accordance with the provisions of the said Article 181(5) of the Constitution, this House approves, by resolution, the Contract Agreement between the Government of the Republic of Ghana (represented by the Ministry of Energy) and Thengashep Ghana Limited for an amount of Fifty Million Euros (€50,000,000.00) for the Supply and Erection of Electrical Materials and Equipment for the Electrification of 205 Communities in the Upper East Region (SHEP 4) – Phase 2.

The Resolution is respectfully submitted for your appropriate action.

Yours sincerely,



CYRIL K. O. NSIAH
Clerk to Parliament

Cc: Hon. Minister for Parliamentary Affairs.

Hon. Attorney-General and Minister for Justice.

Hon. Minister for Finance.

CONTRACT FOR THE SUPPLY AND ERECTION OF ELECTRICAL
MATERIALS AND EQUIPMENT FOR THE UPPER EAST REGION
GHANA
SELF HELP RURAL ELECTRIFICATION PROGRAMME (SHEP 4) -
PHASE-2

BETWEEN

THE

GOVERNMENT OF THE REPUBLIC OF GHANA

REPRESENTED BY THE

MINISTRY OF ENERGY

AND

THENGASHEP GHANA LIMITED



JUNE 2022

[Handwritten signature]
[Handwritten signature]
1

This Contract Agreement is made and entered into on the 28th... day of June 2022

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF GHANA represented by the Ministry of Energy or his duly authorised representative of P O Box SD 40. Stadium Post Office, Accra, Ghana (hereinafter referred to as "the Employer") on the one part.

AND

THENGASHEP GHANA LIMITED a company duly registered under the Laws of the Republic of Ghana with its principal place of business at Ghana Water Company workshops, Agric/DVLA Road, Zuarangu, Bolgatanga, Ghana, (hereinafter referred to as "the Contractor") on the other part.

(Employer and Contractor are hereinafter referred to individually as "Party" and collectively as "Parties").

RECITALS

1. WHEREAS the Employer is desirous of executing a turnkey contract under the Rural Electrification Project to provide electricity to certain rural communities in the Upper East Region of Ghana hereinafter referred to as the "Project".
2. WHEREAS the Contractor has submitted a turnkey proposal to the Employer for the financing, design, manufacture, and installation of the Materials.
3. WHEREAS the Employer, following a review of the turnkey proposal received from the Contractor intends to award the contract for the supply and installation of Materials (hereinafter referred to as "the Works") to the Contractor on the terms and conditions set forth in this Agreement and at a cost of fifty Million Euros (€50,000,000.00) (hereinafter referred to as the "Contract Price");
4. WHEREAS the Contractor has agreed to supply and install the materials in accordance with the terms and conditions of the Agreement;



5. WHEREAS the Contractor is willing and able to facilitate a credit facility from Standard Chartered Bank, United Kingdom for the implementation of the Project.

NOW THEREFORE in consideration of the premises and mutual covenants herein contained, the Employer and Contractor hereby agree as follows:

1. In this Contract Agreement words and expressions shall have the meanings respectively assigned to them in the General Conditions and Particular Conditions of Contract hereinafter referred to.
2. The Contractor shall provide the materials, execute the Works and remedy defects therein in conformity with the provisions of the Contract.
3. This Contract Agreement shall enter into force upon the fulfilment of the following conditions:-
 - 3.1 Written approval of the terms and conditions of the Loan Agreement by the Ministry of Finance in Ghana.
 - 3.2 Written confirmation that the Contract Agreement has been approved by the relevant authorities in the Republic of Ghana.
 - 3.3 Effective and unconditional Credit Insurance Cover from EKF Denmark.
 - 3.4 Signed and effective Financial Credit Agreement between Standard Chartered Bank UK and the Government of Ghana represented by the Minister of Finance no later than twelve (12) months following the signing of the Commercial Agreement. Otherwise, the Parties may mutually agree to terminate the Commercial Agreement.'
 - 3.5 Written confirmation from Standard Chartered Bank UK and EKF, the Danish Export Credit Insurance Corporation, that the credit facility to the government of Ghana has been executed and made operational.
 - 3.6 Receipt of a legal opinion from the Legal counsel of the Contractor and an opinion from the Attorney General of the Government of Ghana on the legality of the Agreement as required by Standard Chartered Bank UK.
 - 3.7 Completion of the Value for Money (VFM) audit by the Ministry of Finance with regards to the price, terms and conditions for the supply and installation of materials as confirmed in

writing by the Employer.

- 3.8 Approval of this procurement by the Public Procurement Authority (PPA) in accordance with the Public Procurement Act (Act 663) of 2003 as amended.
- 3.9 Approval of this Agreement by the Parliament of Ghana in accordance with Article 181(5) of the 1992 Constitution.
- 3.10 Written confirmation from the Employer that all conditions precedent stated in this clause 3 of the Agreement have been met.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement :
 - a) Approved Minutes of the VFM Negotiation meeting.
 - b) The Contract Agreement
 - c) The Particular Conditions of Contract
 - d) The General Conditions of Contract (International Federation of Consulting Engineers (FIDIC) Conditions of Contract for EPC/Turnkey Projects, Second Edition 2017)
 - e) Employer's Requirements
 - f) Public Procurement Authority's Approval
 - g) Other documents forming part of the Contract
 - (i) Annex 1 Priced Bill of Quantities
 - (ii) Annex 2 Provisional List of Beneficial Communities including power demand of Transformer capacity per community
 - (iii) Annex 3 Project Location Map
 - (iv) Annex 4 Brief Background about the Contractor
 - (v) Annex 5 List of Major Sub-contractors
 - (vi) Annex 6 Technical Specifications (Volume 3)
 - (vii) Annex 7 Construction Drawings (Volume 2)
 - (viii) Annex 8 Scope of works
 - (ix) Annex 9 Project Execution Schedule
 - (x) Annex 10 Asset Register
 - h) Any other documents agreed to by the parties

5. The Employer shall pay the Contractor in consideration of the a) provision of the materials, b) design of the works, C). execution and completion of the installation and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, supply, execute and complete the Works and remedy the defects therein in conformity in all respects with the provisions of the Contract. The Contractor hereby warrants to comply with the provisions of the Energy Commission (Local Content and Local Participation) (Electricity Supply Industry) Regulation 2017, (L.I. 2354)
7. The parties have entered into this Contract Agreement in accordance with their respective laws on the date hereof.

RS A

IN WITNESS WHEREOF, the parties hereto, acting through authorized representatives, have caused this Contract Agreement to be signed on their behalf and delivered as of the day and year first above written.

For and on behalf of the Ministry of Energy

Name: WILHELMINA ASAMUATH

Signature: 

Designation: AG. CHIEF DIRECTOR

Date: 28/06/2022

In the presence of:

Name: SPURAH FIAA KROO

Signature: 

Designation: DIRECTOR LEGAL

Date: 28th JUNE 2022

For and on behalf of THENGASHEP GHANA LIMITED

Name: RAYMOND FARRENKOTHEH

Signature: 

Designation: CEO

Date: 28/06/2022

In the presence of:

Name: POREK ANAKUE

Signature: 

Designation: LOCAL REP

Date: 28/06/2022

MINISTRY OF ENERGY
P. O. BOX 5040
STADIUM, ACCRA
GHANA
01-663-5498





PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions shall supplement the General Conditions of the FIDIC Contract and shall form part of the Contract Agreement. Wherever there is a conflict, the provisions in these Particular Conditions shall prevail over those in the FIDIC General Conditions of Contract. All references to Clauses and Sub- Clauses are references to the International Federation of Consulting Engineers Conditions of Contract for EPC/Turnkey Projects- Edition 2017

1.1 Definitions

1.2 Section

A 'Section' shall refer to a group of about 10 towns.

1.3 Communications

All notices of other communications required or permitted to be given under this Agreement shall be in writing and in the English Language and shall be sufficient in all respects if hand delivered to the Employer or the Contractor at its head office or to the office of the Contractor's Site Manager in Accra and acknowledged by signed receipt or sent by certified registered mail.(return receipt requested) telefax or e-mail addressed as follows:

TO THE EMPLOYER: The Chief Director

Ministry of Energy

P.O. Box SD40,

Stadium , Post

Office -Accra

TELEPHONE: +233 302 667151/3

FACSIMILE: +233 302 668262

E-MAIL: moen@energymin.gov.gh

TO THE CONTRACTOR: Thengashep Ghana Ltd
P.O. Box GB 242
Accra

TELEPHONE: +233 302 730681

FACSIMILE: +233 302 228887

E-MAIL: ray@thengasasc.co.za

1.4 Laws and Language

(a) The Contract Agreement shall be governed by and construed in accordance with the Laws of Ghana.

(b) English shall prevail as the preferred language in all documentation and communication.

2.1 Right of Access to the Site

The Employer shall give right of access to the Site on the Commencement Date.

3.1 The Employer's Representative

Director, Engineering Services
Department Volta River Authority

4.2 Performance Security

The Performance Security shall be delivered by the Contractor within 28 days after all Conditions Precedent have been met. The Performance Security shall be 10% irrevocable and unconditional Bank Guarantee callable on demand or a 30% Performance Bond acceptable to the Employer.

4.3 Contractors Representative

The Contractor appoints Mr. William Matthee, as Project Manager.

5.0 General Design Obligations

The Contractor shall design and manufacture the Materials in accordance with the specifications agreed upon and accepted by the Employer as set forth in Annex 6 attached.

The Contractor shall prepare and deliver to the Employer's Representative the designs, construction drawings in Annex 7 and technical specifications, specified in Annex 6 attached and such other acceptable documents that the Employers Representative may reasonably request.

The Contractor must obtain the approval of the Employer's Representative of the designs, drawings and technical specifications prior to the shipment of the materials to Ghana. The Contractor will also submit details of site surveys to the Employer's Representative.

The Contractor shall prepare, and keep up-to-date, a complete set of installation records, showing the exact locations, sizes and details of the installation. Copies will be provided to the Employers Representative prior to the commencement of the Tests and Commissioning on Completion and issuing of the Provisional and Final Taking-Over Certificates.

5.4 Technical Standards and Regulations

The applicable Technical Standard for the project shall be as stated in the attached Annex 6 [Technical Specifications].

7.3 Inspection

The Contractor shall accord the Employer's personnel the opportunity to inspect the equipment and Materials prior to their shipment. The cost including airfare and travel insurance, accommodation, local transportation in country of visit, per diem and meals shall be borne by the Contractor. The inspection shall consist of two separate visits for up to three officials per visit for a maximum of two weeks at a time.

81 Commencement

The Commencement Date should be no later than 42 days from the date when all the conditions precedent stipulated in clause 3 of the Contract Agreement have been complied with and the Contract comes into full force and effect. The Employer shall notify the Contractor of the commencement date.

82 Time for Completion

The Time for Completion is 1,460 days from the Commencement Date.

8.7 Delay Damages

Delay Damages shall be 0.1% of the Contract Price of the Section delayed per day of delay, and the maximum amount of Delay Damages shall be 10% of the Contract Price.

10.2 Taking over part of the works

A 'Section' for purposes of definition shall comprise the installation works for a group of about ten (10) towns as specified in Clause 1.2. The Contractor may request to hand over a Section of the Works successfully completed, tested and commissioned to the satisfaction of the Employer's Representative.

13.8 Adjustments for changes in costs

This Contract is a fixed price Contract and Contract Price Adjustment for changes in cost shall not apply.

14.1 Contract Price

The Employer shall pay to the Contractor as its fee for the Works, a total sum not to exceed €50,000,000.00 (Fifty million Euros). This sum also excludes Taxes, Duties and Levies in Ghana.

The Contract Price shall be paid to the Contractor in accordance with Clause 14.4 (Schedule of Payments).

The Contract Price stated in the Contract Agreement, shall be paid by Employer to Contractor for the supply

and delivery of materials, design of the Works and execution and completion of the Works, including remedying of defects and/or rectifying any deficiencies.

The Contractor, subcontractors and suppliers in connection with this agreement shall be subject to all taxes, duties, and levies in force in Ghana from time to time under Law as may apply to them except where they are exempt wholly or partly from the application of Law relating to taxes, duties and levies pursuant to Article 174 (2) of the 1992 Constitution of the Republic of Ghana. Where there exists a Double Taxation Agreement between Ghana and the Contractor's home country the provisions of the Agreement shall apply.

The Contractor may be exempted from custom duties VAT, NHIL, GET Fund Levy Special Import Levy and EXIM Levy on imported plant, machinery equipment and materials; and VAT on specified goods and services supplied locally.

The Tax Policy Unit of MoF shall determine: (a) The Taxes payable by the Contractor, and (b) the taxes, Duties and Levies chargeable to the Project.

The Employer and MoF shall obtain from Parliament exemptions or waivers for the Taxes, Duties and Levies chargeable to the Project.

14.4 Schedule of Payments

Payment by Government of Ghana

The Government of Ghana shall authorise Standard Chartered Bank to provide an Advance Payment equal to fifteen percent (15%) of the Contract Price or

€7,500,000.00 (Seven Million Five Hundred Thousand Euros) as mobilisation for implementing the Works.

The Contractor shall provide an Advance Payment Guarantee with a face value of the Advance Payment amount of 15% of the Contract Price. The Advance Payment Guarantee shall be issued by a Bank acceptable to the Employer.

The Advance Payment will be made upon the contract effective date as per clause 3 and subject to the issuance of the Advance Payment Guarantee.

The Contractor shall submit yearly drawdown schedules to cover the Contract Amount to the Government of Ghana represented by the Ministry of Finance

Supply of Material:

85% (Eighty-five percent) of the Materials cost shall be paid to the Contractor on progressive shipments of the Materials. The following documents will be submitted and shall constitute a valid claim:

- The commercial invoice showing Material description, quantity, unit price, and total amount.
- Original negotiable, clean on-board Bill of Lading or Airway Bill consigned to the Employer for goods to be supplied from outside the Employer's country, and a warehouse receipt of Materials to be supplied from within the Employer's country.
- Detailed packing list identifying Material content of each package.

- The Insurance Certificate (for imported goods only).
- Certificate of origin

Installation

85% (Eighty-five percent) of the Contract Price for installation shall be paid to the Contractor upon completion and after testing and commissioning for a Section completed. The following documents shall be submitted and shall constitute a valid claim.

- Commercial invoice indicating which Section has been completed tested and commissioned in the format of the Schedule of Prices.

- Taking Over Certificate for that Section issued by the Employer's Representative confirming the payment due and specifying the amount

14.9 Release of Retention Money

Payment of Retention

The Contractor shall provide the Employer with a Retention Guarantee in a form acceptable to the Employer, equivalent to five percent (5%) of the total Contract Price to cover the warranty against defects. The Contractor shall provide the Retention Guarantee prior to the submission of the first Interim Invoice. The Retention Guarantee shall remain valid until the expiration of the twelve (12) month Defects Notification Period.

19.1 General Requirements for Insurance

The insuring party shall be Thengashep Ghana Limited

19.2 Insurance

Sub-clause	Description	Minimum Insurance Cover	Maximum Deductibles
19.2.1	Works	115% of Contract Price	5% of cover
19.2.2	Goods	Total Contract Price for materials and equipment	5% of cover
19.2.3	Liability for Breach of Professional duty	Not applicable	-
19.2.4	Injury to persons and damage to property	Euro 4 million	Euro 20,000 per occurrence
19.2.5	Injury to employees	Euro 4 million	Euro 20,000 per occurrence
19.2.6	Other insurance required by laws and local practice	Governed by applicable law	5% of cover

21.1 Constitution of the Dispute

Adjudication Board

One person shall act as the sole member of The Dispute Adjudication Board (DAB) after having entered into a tripartite agreement with both Parties.

21.2 Failure to Agree on DAB

The appointing entity or official shall be the President of the Ghana Institute of Engineers.

21.6 Arbitration

Any dispute or difference which cannot be settled amicably shall be settled definitively and conclusively by arbitration in accordance with the Arbitrator Rules of the United Nations Commission on International Trade Law (UNCITRAL Rules) by a panel of three (3) arbitrators of whom one shall be appointed by the Employer, the other by the Contractor and the third by the two (2) arbitrators.

The Employer and Contractor shall each nominate their respective Arbitrator within a period of sixty (60) days of notification that a request for arbitration has been filed by the Employer or the Contractor, as the case may be, and the two (2) arbitrators named shall within thirty (30) days from the date of their nomination nominate the third arbitrator who will preside over the arbitration panel.

If the Employer or Contractor fails to nominate its arbitrator or if the two (2) arbitrators fail to agree on the choice of the third arbitrator within the specified period, the said arbitrator or arbitrators shall at the request of either the Employer or the Contractor be appointed by the London Centre for International Arbitration (LCIA).

The place of arbitration shall be London, United Kingdom and shall be carried out in the English language.

30 Contingency

No amount from the Contingency shall be disbursed without authorisation from the Employer

In the event that the Contingency amount is not disbursed, the final Contract Price shall be reduced accordingly or additional materials and services equivalent to the undisbursed amount of the Contingency shall be added to the Scope to utilize the entire Loan Amount of €50,000,000.

31 Beneficiary Community

A Community that will benefit from the supply and Installation of electrical materials in the Upper East Region of Ghana under this Agreement and the Self-Help Electrification Programme.

31.1 District

Includes the area of authority of a District Assembly and a Municipality and Metropolis.

31.2 Constituency

An electoral district.

9.0 FIDIC GENERAL TERMS and CONDITIONS

The above contract is subject to the FIDIC General Term and Conditions Second Edition 2017

Title	Minutes of Negotiation Meeting
Contract	Self-Help Electrification Programme (SHEP) – Electrification of 205 Communities in the Upper East Region -Phase 2
Employer	Ministry of Energy
Contractor	Thengashep Ghana Limited (“the Contractor”).
CAGL Reference	VFM 192
Date of Meeting	* 2 nd & 23 rd November 2021 *

Acceptance of Minutes		
Name, Title	Organization	Signature / Date
	Ministry of Finance	
	Ministry of Energy	
	Thengashep Ghana Limited	
	Crown Agents Ghana Limited	

GOG Team Meeting Particulars

Date/Location	19 th October 2021, Zoom Cloud Meeting
Meeting Chair	Amerley Amarteifio, Ministry of Finance
CAGL Lead	Edgardo Pera, Crown Agents Ghana Limited
Start Time	10:10am
End Time	12:30pm
Meeting Objectives	To agree joint negotiation positions on the recommendations made by CAGL in the Pre-Negotiation Report which was Submitted to the Ministry of Finance on 27 th September 2021.
GOG Team Members	<ul style="list-style-type: none"> Ministry of Finance (MOF) Ministry of Energy (MOEn) Attendance sheets for the meeting are appended to these minutes.

Negotiation Meeting – Summary of Actions and Next Steps				
VFM Report Recommendation	Action	With	Due	Status
Section 4.4.4 PCC 4.13 Right of Way and Facilities	The Parties agreed to provide a rendition comfortable to both to indicate, that the Contractor shall bear the cost associated with the Right of Way and facilities, except for Compensation payments associated with the Right of Way which shall ultimately be for the cost of the Employer.	Thengashep/Ministry of Energy	Before Implementation	Not Provided
Section 5.1.1 Particular Conditions: Part A Contract Data 4.2 Performance Security (PS),	<p>The Contractor proposed the same form of PS employed on Phase I of the projects (i.e., 10% performance bond).</p> <p>However, the GoG team reiterated on either of the following:</p> <ol style="list-style-type: none"> 10% irrevocable and unconditional bank guarantee callable on demand. OR 30% Performance Bond. <p>The Contractor agreed to revert after they have ascertained the cost implication of the 30% performance bond.</p>	Thengashep	Before Implementation	<p>On 23rd November 2021, the Contractor agreed to either a 30% Performance Bond or 10% Bank Guarantee.</p> <p>The form on the bond shall be agreed by Parties but shall follow Annex D of the FIDIC Silver Book.</p>

<p>Section 5.1.2</p> <p>PCC 14.1 Contract Price</p>	<p>The Tax Policy Unit of MoF shall determine:</p> <p>(a) The Taxes payable by the Contractor; and</p> <p>(b) The Taxes, Duties and Levies chargeable to the Project.</p> <p>The Employer and MoF shall obtain from Parliament, exemptions or waivers for the Taxes, Duties and Levies chargeable to the Project. The Taxes, Duties and Levies chargeable to the Project that are not exempted or waived by Parliament shall be charged to the Project.</p>	<p>Thengashep/Ministry of Energy</p>	<p>Before Implementation</p>	<p>Not Provided</p>
<p>Section 5.1.3</p> <p>PCC 14.4 Schedule of Payments</p>	<p>The Contractor to submit a comprehensive procurement schedule right from the start to serve as a guide.</p> <p>MOEn to also align the payment schedule with specific deliverables.</p>	<p>Thengashep/Ministry of Energy</p>	<p>Before Implementation</p>	<p>Not Provided</p>

1. Introduction

This VFM report refers to a proposed contract for the financing, design, manufacture, supply and construction of electricity networks in the Upper East Region under the Government's Self-Help Electrification Programme (SHEP-4).

This project is being implemented by the Ministry of Energy.

1.1 Assignment

On 31st May 2021, the Ministry of Finance (MOF) submitted to Crown Agents Ghana Limited (CAGL) for a Value for Money (VFM) Assessment documents relating to a proposed contract between:

- The Ministry of Energy ("the Employer"), P.O. Box SD 40 Stadium, Ministries-Accra; and
- Thengashep Ghana Limited, C/O Sanlam Trustees International Limited, Labourdonnais Village, Mapou, Mauritius ("the Contractor")

(Together referred to as "the Parties") for the contract for the extension of electricity under the Self-Help Electrification Programme (SHEP-4) to the selected communities in the Upper East Region of Ghana.

1.2 Acknowledgment and Assignment Timeline

- 31st May 2021 – Assignment received and acknowledged by CAGL with the documents listed in Table 1 below.
- 2nd June 2021 - CAGL requested additional documents (VFM Checklist signed by MOF and MoEn, Contractor's Audited Financial Reports (latest 3 years), Any Document showing approval of Cabinet and/or Parliament resolution for sole sourcing, Contractor Assessment

Form signed by Thengashep, Sample Security and Guarantee Forms, Endorsing Letter for approval of sole sourcing to PPA, Contractor's Proposal, Contractor's Proposal, Curriculum Vitae (CVs) of Contractor Personnel).

- 9th June 2021 - MOF submitted an additional document (1 file :VFM Documents June 2021 which consists of annual financial statement, Contractor Assessment Form, Sample security and guarantee form and CVs of Key Contractor's Personnel)
- 15th June 2021 - MOF submitted an additional document (Audited Financial Statements for the year' 2017,2019 and 2020)
- 19th June 2021 - MOF submitted an additional document (Audited Financial Statements for the year' 2017,2018, 2019 and 2020)
- 13th July 2021 – Inception meeting held with MOEn/MOF.
- 26th July 2021 - MOF submitted an additional document (Technical Specification, Excel version of the Bill of Quantity, Material Schedule and drawings, Contractor's proposal ,FIDIC conditions of contract -EPC/Turnkey Projects)
- 24th August 2021 – MOF submitted an additional document (Staking charts and line diagrams for various locations, ESIA report; VAR NEDCO Technical Specifications, Ghana EPA Environmental Permit).

1.3 Contract Price and Period

The Contract Agreement gives the Contract Price as United States Dollars Fifty Million (Euros 50,000,000.00). This sum excludes Export Credit Insurance; and the Time for Completion of the Contract is given as 1460 days from commencement date.

1.4 Project Scope Summary

The scope of the Project includes design, supply of equipment and materials, and construction of 4.5kV/11.5kV Medium Voltage (MV) Networks, Installation Pole Mounted Transformer Substations, construction of 415V Low Voltage (LV) Networks, and Customer Service Connections.

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
Section 3.1.1.1.1 Financial History and Turn-over	Though the audited financial statements submitted for this VFM Assessment seems sufficient, we recommend that the Contractor submits the audited financial statements for the years 2018, 2019 and 2020 for either company to meet the criteria for this assessment.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 3.1.2 Contractor Experience	It is recommended that the Contractor submits an updated list of two completed similar projects with a minimum contract value of €30 million each within the last 5 years. It is further recommended that the Employer should provide a statement summarizing the Contractor's performance on the referenced Project 1 in Table 4.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to Contractor's clarification that this a continuation of SHEP-4 contract for \$107.8 million in 2012. As the loan was insufficient to complete the Scope of Works for the original S47 Townships, Thengashep was asked to facilitate another loan to continue the Project.
Section 3.1.2.2 Experience and Qualifications of Contractor's Personnel	It is recommended that the Employer seeks written assurances from the Contractor that the above-named personnel will be available from the start and for the duration of the proposed project.	The Team agreed to the "Final VFM Report Recommendation".	MOEn confirmed that Thengashep successfully completed the Phase-1 Project worth \$107.8 million and has been waiting for funds to continue.
Section 4.2 Form of Contract	The FIDIC Silver Book is generally acceptable form of contract for the Project.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 4.3 Contract Agreement	It is recommended that Parties agree to the following: i. Delete the word "financing" from the second "Whereas" statement of the Contract Agreement so that it is clear that the Contractor is not responsible for financing the project. ii. Delete CPs 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 from paragraph 3 of the Contract Agreement, because those CPs create circular dependencies between this contract and the financing agreement, and replace these CPs with a condition along the following line:	The Team agreed to the "Final VFM Report Recommendation". The Team agreed to the following: i. To include a clause in the commercial agreement which makes it effective	The Parties agreed to the "GOG Team Agreed Position". However, the Parties agreed to sign the financial agreement within 12 months after signing

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Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
	<p>Signing the financial agreement within 90 days from the date of signature of the commercial agreement by Parties. Otherwise, the commercial agreement is deemed terminated.</p> <p>iii. To delete item (f) (PPA Approval) from the list of documents which comprise the Contract and replace item (g) by "Contractor's Proposal that consist of" in paragraph 4 of the Contract Agreement.</p> <p>iv. To insert "design" in paragraphs 5 and 6 of the Contract Agreement to make it clear that detailed design is part of the Contractor's scope of work under the contract</p> <p>v. state the Contract Price in paragraph 5 of the Contract Agreement.</p> <p>Paragraph 5 should be updated along the following line: "The Employer shall pay the Contractor in consideration of a) provision and delivery of materials, b) the design of the Works, and c) the execution and completion of the installation of the Works and the remedying of defects, the Contract Price of Euro 50 million as may become payable at the times and manner prescribed in the Contract.</p>	<p>after the financing is effective.</p> <p>ii. Retain the following CPs 3.1,3.2,3.5 and delete 3.7 ; Part A of clause 3.6 to stand alone</p> <p>iii. Maintain item f (PPA Approval)</p> <p>iv. Agreed</p> <p>v. Agreed</p> <p>Signing the financial agreement within 90 months from the date of signature of the commercial agreement by Parties. Otherwise, the commercial agreement is deemed terminated for the Employer to sign off with another contractor.</p>	<p>the commercial agreement. Otherwise, the Parties may mutually agree to terminate the commercial agreement.</p>
Section 4.4.1 Format of the Particular Conditions of Contract	<p>It is recommended that Parties agree to divide the PCC into two separate parts: Part A Contract Data and Part B Particular Conditions into a single document as anticipated in the FIDIC Silver Book.</p> <p>It is further recommended that specific data for the above mentioned GCCs should be indicated in Part A Contract Data.</p> <p>A sample of the PCC is in Appendix C.</p>	<p>The Team agreed to the "Final VFM Report Recommendation".</p>	<p>The Parties agreed to the "Final VFM Report Recommendation".</p>
Section 4.4.2 PCC 1.13b Compliance with Laws	<p>It is recommended that parties agree to reject PCC 1.13b, rename PCC 1.13b as PCC 1.12(b), and retain GCC 1.13 of the FIDIC Silver Book and include the tax issue in PCC 14.1 [Contract Price] where it should be correctly placed.</p>	<p>The Team agreed to the "Final VFM Report Recommendation".</p>	<p>The Parties agreed to the "Final VFM Report Recommendation".</p>

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
Section 4.4.3 PCC 4.4 Subcontractors	In line with the recommendation in Section 4.4.1, it is recommended that Parties agree to indicate the following: <ul style="list-style-type: none"> in PCC 4.4(a) 50% of the Contract Price as the limit of subcontracting; and in PCC 4.4(b) the portions of the Works, if applicable, that are not permitted for subcontracting as intended for in GCC 4.4 of the FIDIC Silver Book. 	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 4.4.4 PCC 4.13 Right of Way and Facilities	It is recommended that Parties agree to reject PCC 4.23 and retain the GCC 4.13 of the FIDIC Silver Book which assigns responsibility to the Contractor for bearing right-of-way costs.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to provide a rendition comfortable to both to indicate that the Contractor shall bear the cost associated with the Right of Way and facilities, except for Compensation payments associated with the Right of Way which shall ultimately be for the cost of the Employer.
Section 4.4.5 PCC 5.1 Contractor's General Design Obligations; PCC 1.1.2 Base Date	It is recommended that Parties agree to reject PCC 5.1, and retain GCC 5.1 of the FIDIC Silver Book which assigns design risk to the Contractor in line with the principles of an EPC/Turnkey contract. It is also recommended to revise the definition of "Base Date" in GCC 1.1.2 as "the date the Contractor submit his proposal" (removing the reference to a Tender) and to indicate this in PCC 1.1.2 of Part 1 Contract Data.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 4.4.6 PCC 10.2 Taking Over Part of the Works, PCC 1.1.66 Section, and PCC 8.2 Time for Completion	It is recommended that Parties agree to the following: i. To reject PCC 10.2 and retain GCC 10.2 [Taking Over of Parts of the Works] of the FIDIC Silver Book. ii. To combine PCC 10.2 and PCC 1.1.66 to come up with a revised definition of "Section" to indicate this in PCC 1.1.66 in Part B Particular Conditions and list the sections of the Works in Part A Contract Data (an illustrative PCC 1.1.66 is given below). iii. To include in PCC 8.2 [Time for Completion] in Part A Contract Data the time for completion of each section that match the list in PCC 1.1.66. Below are suggested PCCs 1.1.66. Part B: PCC 1.1.66: "Section means the parts of the Works that refers to groups of adjacent towns in the 10 districts specified in the Part A Contract Data." Part A Contract Data: The following constitutes the sections defined in PCC 1.1.66 of Part B, Particular Conditions. Section 1: Tempene	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to retain the definition of a "Section" as a group of communities not exceeding 10 communities. The time for completion will be for the entire period of the Contract and not per sections. The Sections will be defined and captured in the schedules that's agreed by both Parties.

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
Section 5.1.1	<p>Section 2 Buisa North and Buisa South</p> <p>Section 3 Bolgatanga</p> <p>Section 4 Bakwu</p> <p>Section 5 Kasena East and West</p> <p>Section 6 Garu</p> <p>Section 7 Talensi</p> <p>Section 8 Bongo</p> <p>Section 9 Pusiga</p> <p>Section 10 Zebilla</p>		
Particular Conditions: Part A Contract Data			
4.2 Performance Security (PS)	<p>It is recommended that Parties agree to , allow GCC 4.2 govern the submission date of PS, and to replace PCC 4.2 with the following wording:</p> <p>PCC 4.2 Performance Security: 10% of the Contract Price.</p> <p>Form and currency of Performance security: irrevocable bank guarantee in the form of Annex C in the FIDIC Silver Book and in Euro.</p>	<p>The Team agreed to the "Final VFM Report Recommendation".</p>	<p>The Contractor proposed the same form of PS employed on Phase I of the projects (i.e., 10% performance bond).</p> <p>However, the GoG team reiterated on either of the following:</p> <ul style="list-style-type: none"> iii. 10% irrevocable and unconditional bank guarantee callable on demand. OR iv. 30% Performance Bond. <p>The Contractor agreed to revert after they have ascertained the cost implication of the 30% performance bond.</p>

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
14.2 Advance Payment	It is recommended that Parties agree to include the terms of Advance Payment in PCC 14.2 of Part A Contract Data, to read: PCC 14.2 Advance Payment: 15% of the Contract Price PCC 14.2.1 Advance Payment Guarantee: an irrevocable bank guarantee in Euro and in the form of Annex E I the FIDIC Silver Book PCC 14.2 3(b) Repayment of Advance Payment: 20% of the amount of each interim payments (IP) until 80% of the Contract Price is completed.	The Team agreed to the "Final VFM Report Recommendation".	30% Performance Bond or 10% Bank Guarantee. The form on the bond shall be agreed by Parties but shall follow Annex D of the FIDIC Silver Book. The Parties agreed to the "Final VFM Report Recommendation".
14.3(iii) Application of Interim Payment – Retention Money 14.9 Release of Retention Money PCC 8.2 Time for Completion	It is recommended that Parties agree to specify a percentage of retention money in PCC 14.3(iii), to read: PCC 14.3: Retention Money: 5% of the gross interim payment (IP). Maximum retention money: 5% of the Contract Price. It is also recommended that Parties to reject PCC 14.9 and retain GCC 14.9 of the FIDIC Silver Book. Further, to correctly apply GCC 14.9, it is recommended to include in PCC 8.2 the percentage of each section to the Contract Price.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation". Contractor agreed to issue a Retention Guarantee (Bond) acceptable to the Employer. The Parties agreed that the retention bond shall be valid for at least 12 months or until after the Defects Liability ends.
14.8 Delayed Payment	It is recommended that Parties agree to indicate the financing charge in PCC 14.8 [Delayed Payment] in Part A Contract Data, to read: PCC 14.8: Delayed Payment: Financing charge: EURIBOR + 3% plus per annum	The Team agreed to the "Final VFM Report Recommendation" but to read: PCC 14.8: Delayed Payment: Financing charge: EURIBOR + 2% plus per annum.	The Parties agreed to the "GOG Team Agreed Position".
Section 5.1.2 PCC 14.1 Contract Price	It is recommended that Parties agree to reject PCC 14.1 and retain GCC 14.1 in the FIDIC Silver Book. It is also recommended that Parties agree to include PCC 14.1(b) to specify the Contractor's tax obligations to spell out the existing tax policy of the MOF to read along the following lines:	The Team agreed to the "Final VFM Report Recommendation".	The Tax Policy Unit of MoF shall determine: (a) The Taxes payable by the Contractor; and

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
	<p>The Contract Price stated in the Contract Agreement shall be paid by Employer to Contractor for the supply and delivery of materials, design of the Works, and execution and completion of the Works, including remedying of defects and/or rectifying any deficiencies.</p> <p>The Contractor, subcontractors, and suppliers in connection with this agreement shall be subject to all taxes, duties and levies in force in Ghana from time to time under Law as may apply to them except where they are exempt wholly or partly from the application of a Law relating to taxes, duties and levies pursuant to Article 174 (2) of the 1992 Constitution of the Republic of Ghana. Where there exists a Double Taxation Agreement between Ghana and the Contractor's home country the provisions of the Agreement shall apply.</p> <p>The Contractor may be exempted from custom duties, VAT, NHIL, GETFund Levy Special Import Levy and EXIM Levy on imported plant, machinery equipment and materials; and VAT on specified goods and services supplied locally.</p>		<p>(b) The Taxes, Duties and Levies chargeable to the Project.</p> <p>The Employer and MoF shall obtain from Parliament, exemptions or waivers for the Taxes, Duties and Levies chargeable to the Project. The Taxes, Duties and Levies chargeable to the Project that are not exempted or waived by Parliament shall be charged to the Project.</p>
Section 5.1.1.3 PCC 14.4 Schedule of Payments	<p>It is recommended that Parties agree for Contractor to revise the Schedule of Payment to align with the recommended 15% AP in Section 5.1.1, and relevant GCC 14 clauses of the FIDIC Silver Book. This is to rectify the errors of PCC 14.4 as follows:</p> <ul style="list-style-type: none"> Price of materials that are integral part of the Works should be paid not on shipment but based on the unit rates in the BOQ. The basic document for payment is the IPC which is not mentioned in PCC 14.4 The final statement of payment which is excluded in PCC 14.4 should be included to align with PCC 14.9. Payments by sections is not intended because the unit rates are not expressed in section but by items of works in each section. Inserting "Provisional Taking Over Certificate" not defined in FIDIC Silver Book, in the payment terms relating to installation is ambiguous and should be deleted <p>The Schedule of Payment should be revised along a sample in Appendix D would correct the aforementioned errors.</p>	<p>The Team agreed to the "Final VFM Report Recommendation".</p>	<p>The Parties agreed to the "Final VFM Report Recommendation".</p> <p>The Contractor to submit a comprehensive procurement schedule right from the start to serve as a guide.</p> <p>MOEn to also align the payment schedule with specific deliverables.</p>

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)																												
Section 5.1.4 PCC 19.2 Insurance	<p>It is recommended that Parties agree to update GCC 19.2 to include the minimum values of various insurance types with defined and corresponding maximum deductibles. The recommended amounts are outlined below.</p> <p>PCC 19.2:</p> <table border="1" data-bbox="478 1008 949 1332"> <thead> <tr> <th>Sub-clause</th> <th>Description</th> <th>Minimum Insurance Cover</th> <th>Maximum Deductibles</th> </tr> </thead> <tbody> <tr> <td>19.2.1</td> <td>Works</td> <td>115% of Contract Price</td> <td>5% of cover</td> </tr> <tr> <td>19.2.2</td> <td>Goods</td> <td>Total Contract Price for materials and equipment</td> <td>5% of cover</td> </tr> <tr> <td>19.2.3</td> <td>Liability for Breach of Professional duty</td> <td>Not applicable</td> <td></td> </tr> <tr> <td>19.2.4</td> <td>Injury to persons and damage to property</td> <td>Euro 4 million</td> <td>Euro 20,000 per occurrence</td> </tr> <tr> <td>19.2.5</td> <td>Injury to employees</td> <td>Euro 4 million</td> <td>Euro 20,000 per occurrence</td> </tr> <tr> <td>19.2.6</td> <td>Other insurance required by laws and local practice</td> <td>Governed by applicable law</td> <td>5% of cover</td> </tr> </tbody> </table>	Sub-clause	Description	Minimum Insurance Cover	Maximum Deductibles	19.2.1	Works	115% of Contract Price	5% of cover	19.2.2	Goods	Total Contract Price for materials and equipment	5% of cover	19.2.3	Liability for Breach of Professional duty	Not applicable		19.2.4	Injury to persons and damage to property	Euro 4 million	Euro 20,000 per occurrence	19.2.5	Injury to employees	Euro 4 million	Euro 20,000 per occurrence	19.2.6	Other insurance required by laws and local practice	Governed by applicable law	5% of cover	<p>The Team agreed to the "Final VFM Report Recommendation".</p>	<p>The Parties agreed to the "Final VFM Report Recommendation".</p>
Sub-clause	Description	Minimum Insurance Cover	Maximum Deductibles																												
19.2.1	Works	115% of Contract Price	5% of cover																												
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19.2.5	Injury to employees	Euro 4 million	Euro 20,000 per occurrence																												
19.2.6	Other insurance required by laws and local practice	Governed by applicable law	5% of cover																												
Section 6.1.1 The Employer's Requirements (ER, Document 3)	<p>The Employer's Requirements is generally acceptable. However, it is recommended that Parties agree to confirm the time for completion (contract period) for Phase 2. It is also recommended that the Employer clarify the missing specifications in both Document 29 and in Documents 14 and 15.</p>	<p>The Team agreed to the "Final VFM Report Recommendation".</p> <p>Ministry of Energy to provide the clarifications before negotiation meeting with the Contractor.</p>	<p>The Parties agreed to the "GOG Team Agreed Position".</p> <p>The Parties confirmed the time for completion as 1460 days.</p>																												
Section 6.1.2 Contractor's Project Completion Report for Phase 1 (Document 16) – Scope of Work	<p>It is recommended that the Employer confirm and/or clarify the following:</p> <ul style="list-style-type: none"> That the materials/equipment at warehouse and project sites valued at USDD 8.554 million are to be used or being used for 81 non-priority communities of which contractors are directly employed by the Employer; The number of equipment actually delivered, supplied and installed per equipment type, and total kms of networks per type in Phase 1 contract; That the changes of scope from original number of equipment/materials and kms of networks in Phase 1 have been agreed by Parties with supporting documents; and That Phase 2 would not cover the 220 communities that are yet to commence. 	<p>The Team agreed to the "Final VFM Report Recommendation".</p> <p>Ministry of Energy to provide the clarifications before negotiation meeting with the Contractor.</p>	<p>The Contractor mentioned that they have already handed over the materials worth USD 8.554 million to the Employer. Also, the agreed savings of USD 1.5 million under the Phase-1 Project was not paid to the Contractor.</p>																												

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
	It is also recommended that the Employer explains why the agreed savings of USD 1.5 million during the VFM negotiations for scope enhancement appears to have been paid to the Contractor in addition to the agreed contract price for Phase 1.		The Employer to confirm these two positions of the Contractor before implementation.
Section 6.1.3 Project Implementation Organogram .	It recommended that the Employer prepares a Project Implementation Organogram to show and delineate the roles and responsibilities of all project stakeholders.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 6.1.4 Project Quality Management and Compliance Verification System	It is recommended that the Employer includes in the Employer's Requirements (ER) a statement to require the Contractor to establish an applicable and implementable QMCVS to successfully complete the project as intended for in GCC 4.9 of the FIDIC Silver Book.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 6.2.1 Scope of Work	The 205 communities comprising the scope of Phase 2 are generally acceptable. However, it is recommended that Parties confirm that the surveys conducted in Phase-1 covered the 205 communities under Phase 2 and that there would be minimal surveys to be conducted by the Contractor in Phase 2.	The Team agreed to the "Final VFM Report Recommendation".	The Contractor confirmed that the detailed surveys for the 205 communities were not part of the detailed surveys under Phase 1 of the project. Comprehensive surveys, detailed designs and bush clearing will have to be undertaken for the 205 communities.
Section 6.2.2 Technical Documents	The technical documents submitted by the Contractor are considered appear to align generally with the Employer's Requirements.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".
Section 6.2.3 Bill of Quantities (Document 34)	The Final Bill of Quantities are generally in order.	The Team agreed to the "Final VFM Report Recommendation".	The Parties agreed to the "Final VFM Report Recommendation".

Final VFM Report Section No.	Final VFM Report Recommendation	GOG Team Agreed Position	Negotiated Position (02/11/2021)
Section 7.2.1 Estimated Fair Market Price (EFMP) Analysis	It is recommended that Parties agree to reduce the total price (materials and TIC) by Euro 1,180,353.	<p>The Team agreed to the "Final VFM Report Recommendation".</p> <p>However, CA to provide breakdown of the price analysis for some of the sections of the works in the BoQ as follows:</p> <ol style="list-style-type: none"> 1. 34.5kV 3-Phase Network (breakdown of Intermediate Pole, 0 - 20 degree intermediate, 20 - 60 degree angle, 60 - 90 degree angle poles, etc.) 2. 11.5kV 3-Phase Network (breakdown of Intermediate Pole, 0 - 20 degree intermediate, 20 - 60 degree angle, 60 - 90 degree angle poles, etc.) 3. Pole Mounted Transformer Substations (34.5kV, 25kVA 3-Ph Transformers & Substations, 34.5kV, 50kVA 3-Ph Transformers & Substations, 34.5kV, 100kVA 3-Ph Transformers & Substations, etc.) 4. Low Voltage Networks (4-Wire, Intermediate (Type A), 4-Wire, 0 - 20 degree angle, etc.) 5. Service Connections (1-Phase Service Connection, 3-Phase Service Connection and 7m pole top materials) 	<p>The Contractor offered a discount of Euro 200,000.</p> <p>However, due to time constraints the Parties did not conclude an agreement on the amount of discount to be offered by the Contractor.</p> <p>Further to this, the Contractor in a final negotiation meeting held on 23rd November 2021 agreed to reduce the total price by Euro 1,180,353 as originally recommended by CA.</p> <p>This amount will be added to the contingency amount and will be used solely at the discretion of the Employer.</p>

**NEGOTIATION MEETING HELD ON 2ND & 23RD NOVEMBER 2021 FOR SELF-HELP ELECTRIFICATION PROGRAMME (SHEP) –
ELECTRIFICATION OF 205 COMMUNITIES IN THE UPPER EAST REGION -PHASE 2**

ATTENDANCE LIST

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TAX ASSESSMENT

UPPER EAST SELF-HELP RURAL ELECTRIFICATION PROGRAMME 4 - PHASE II (SHEP4 - PHASE II)

No.	Description of Goods	unit	Qty	GF (Euro)	I/D Rate	Imp. Duty	Nhif/ 5%	Imp. VAT 15%	EXIM Levy 0.75%	SIL 0%/2%	TOTAL (Euro)
1	34.5kV Network Materials Only										
2	34.5kV Pin Insulator c/w spindle	no.	6,600	195,954.00	10%	19595	10777	33949	1470	3919	69,711
3	34.5kV Horizontal Crossarm (Angle)	no.	3,050	261,141.00	5%	13057	13710	43186	1959	5223	77,135
4	34.5kV Load Isolator c/w Steelworks	no.	10	28,844.10	10%	2884	1586	4997	216	577	10,261
5	34.5kV Channel Crossarm	no.	883	92,344.14	5%	4617	4848	15271	693	1847	27,276
6	34.5kV Strain Insulator	no.	3,303	52,848.00	10%	5285	2907	9156	396	1057	18,801
7	34.5kV Line Isolating Link (LIL)	no.	129	17,055.09	10%	1706	938	2955	128	341	6,067
8	11.5kV Network Materials Only										
9	11.5kV Pin Insulator c/w spindle	no.	2,197	30,648.15	10%	3065	1686	5310	230	613	10,903
10	11.5kV Horizontal Crossarm (Angle)	no.	1,133	79,525.27	5%	3976	4175	13151	596	1591	23,490
11	11.5kV Load Isolator c/w Steelworks	no.	1	2,596.48	10%	260	143	450	19	52	924
12	11.5kV Channel Crossarm	no.	399	33,990.81	5%	1700	1785	5621	255	680	10,040
13	11.5kV Strain Insulator	no.	1,478	18,711.48	10%	1871	1029	3242	140	374	6,657
14	11.5kV Line Isolating Link (LIL)	no.	50	3,934.00	10%	393	216	682	30	79	1,400
15	34.5kV and 11.5kV Common Network Materials										
16	Bolt & Nut with Washer, M20 x 40mm	no.	4,763	6,191.90	20%	1238	372	1170	46	124	2,950
17	Bolt & Nut with Washer, M20 x 280mm	no.	9,374	32,621.52	20%	6524	1957	6165	245	652	15,544
18	Stay Wire	m	182,767	411,225.75	20%	82245	24674	77722	3084	8225	195,949
19	Stay Equipment Complete										
20	Stay rod (adjustable) with plate	no.	22,229	850,926.12	10%	85093	46801	147423	6382	17019	302,717
21	Staywire termination preformed (SF4)	no.	66,706	601,688.12	10%	60169	33093	104242	4513	12034	214,051
22	Stay pole-top termination preformed (SF5)	no.	22,249	250,301.25	10%	25030	13767	43365	1877	5006	89,045
23	Stay Insulator (For 34.5kV, 11.5kV)	no.	2,420	12,922.80	10%	1292	711	2239	97	258	4,597
24	Connector Parallel Groove for AAC 120sqmm	no.	2,518	11,129.56	20%	2226	668	2103	83	223	5,303
25	Wooden Stayblock	no.	22,229	237,405.72	20%	47481	14244	44870	1781	4748	113,124

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26	Clevis Thimble (Strain Hardware)	no.	4,782	87,797.52	20%	17560	5268	16594	658	1756	41,836
27	120sqmm HD Al Conductor	m	783,627	1,449,709.95	20%	289942	86983	273995	10873	28994	690,787
28	35sqmm Bare Cu Cable	m	17,347	129,929.03	20%	25986	7796	24557	974	2599	61,911
29	Earth Rod (Cu) c/w clamp	no.	17,212	238,041.96	20%	47608	14283	44990	1785	4761	113,427
30	HV/Wood Poles for 34.5KV & 11.5KV Lines, 10m	no.	3,417	943,092.00	20%	188618	56586	178244	7073	18862	449,383
31	HV/Wood Poles for 34.5KV & 11.5KV Lines, 11m	no.	772	267,274.12	20%	53455	16036	50515	2005	5345	127,356
32	Eye Bolt M20 x 350mm	no.	3,277	45,845.23	20%	9169	2751	8665	344	917	21,845
33	Eye Nut M20	no.	3,277	19,924.16	20%	3985	1195	3766	149	398	9,494
34	Connector Parallel Groove for AAC 50sqmm	no.	42,033	185,785.86	20%	37157	11147	35114	1393	3716	88,527
35	M20 Curved Square Washer	no.	7,218	12,414.96	20%	2483	745	2346	93	248	5,916
36	M10 x 40mm Bolt, Nut & Washer	no.	1,729	2,368.73	20%	474	142	448	18	47	1,129
37	M16 x 320mm Bolt Nut & Washer	no.	2,306	8,094.06	20%	1619	486	1530	61	162	3,857
38	35sqmm Cu PVC Insulated Flexible Cable (Yellow & Green)	m	17,501	140,533.03	20%	28107	8432	26561	1054	2811	66,964
39	Black PVC Pipe (32mm x 2.1m)	no.	13,177	72,605.27	20%	14521	4356	13722	545	1452	34,596
40	M12 x 12mm Bi-metal Crimp Lug	no.	33	231.66	20%	46	14	44	2	5	110
41	M20 Line Tap	no.	887	2,146.54	20%	429	129	406	16	43	1,023
42	Dead End Preform for AAC 120sqmm	no.	4,782	36,343.20	20%	7269	2181	6869	273	727	17,318
43	3 x 30mm Galvanized U-Nail	no.	262,396	262,396.00	20%	52479	15744	49593	1968	5248	125,032
44	35sqmm Cu PVC Insulated Flexible Cable (Black)	m	18,568	149,101.04	20%	29820	8946	28180	1118	2982	71,047
45	Pole Mounted Transformer Substation										
46	34.5KV/0.433KV, 50KVA, 3-ph	no.	46	183,791.62	5%	9190	0	0	1378	3676	14,244
47	34.5KV/0.433KV, 100KVA, 3-ph	no.	117	596,460.15	5%	29823	0	0	4473	11929	46,226
48	34.5KV/0.433KV, 200KVA, 3-ph	no.	34	220,762.34	5%	11038	0	0	1656	4415	17,109
49	11.5KV/0.433KV, 50KVA, 3-ph	no.	15	47,965.95	5%	2398	0	0	360	959	3,717
50	11.5KV/0.433KV, 100KVA, 3-ph	no.	54	269,199.18	5%	13460	0	0	2019	5384	20,863
51	11.5KV/0.433KV, 200KVA, 3-ph	no.	22	131,211.96	5%	6561	0	0	984	2624	10,169
52	Substation Equipment										

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53	34.5KV Dropout Fuse Gear	no.	591	78,136.11	20%	15627	4688	14768	586	1563	37,232
54	11.5KV Dropout Fuse Gear	no.	274	21,558.32	20%	4312	1293	4075	162	431	10,273
55	Fuse Links - 15Amps	no.	66	194.7	20%	39	12	37	1	4	93
56	Fuse Links - 10Amps	no.	264	778.8	20%	156	47	147	6	16	371
57	Fuse Links - 5Amps	no.	396	1,168.20	20%	234	70	221	9	23	557
58	Fuse Links - 3Amps	no.	139	410.05	20%	82	25	77	3	8	195
59	34.5KV Surge Divertor	no.	591	107,112.84	10%	10711	5891	18557	803	2142	38,105
60	11.5KV Surge Divertor	no.	274	38,949.10	10%	3895	2142	6748	292	779	13,856
61	Pole Mounted LV Fuse Unit	no.	1,729	196,224.21	20%	39245	11773	37086	1472	3924	93,501
62	LV Fuse - 200Amps	no.	337	2,106.25	20%	421	126	398	16	42	1,004
63	LV Fuse - 100Amps	no.	1,023	6,393.75	20%	1279	384	1208	48	128	3,047
64	LV Fuse - 50Amps	no.	370	2,312.50	20%	463	139	437	17	46	1,102
65	Bimetallic Connector Parallel Groove for 35sqmmCu/50sqmmAl	no.	2,882	27,494.28	20%	5499	1650	5196	206	550	13,101
66	70sqmm Cu PVC Insulated Flexible Cable (Black)	m	4,488	72,032.40	20%	14406	4322	13614	540	1441	34,323
67	Transformer Support Strap	no.	576	15,482.88	5%	774	813	2560	116	310	4,573
68	M20 x 225mm Bolt Nut & Washer	no.	1,153	7,033.30	20%	1407	422	1329	53	141	3,351
69	Bi-metal Crimp Lugs M12 x 120sqmm	no.	4,323	41,241.42	20%	8248	2474	7795	309	825	19,552
70	LV Network										
71	LV Poles 9m	no.	2,015	418,858.05	5%	20943	21990	69269	3141	8377	123,720
72	LV Poles 8m	no.	37,590	7,290,956.40	5%	364548	382775	1205742	54682	145819	2,153,566
73	Shackle Insulator	no.	180,677	343,286.30	10%	34329	18881	59474	2575	6866	122,124
74	D-Bracket c/w pin	no.	202,673	814,745.46	20%	162949	48885	153987	6111	16295	388,226
75	LV Stay Insulator	no.	19,819	69,564.69	20%	13913	4174	13148	522	1391	33,148
76	M16 x 240mm, 120mm thread Bolt Nut & Washer	no.	173,774	420,533.08	20%	84107	25232	79481	3154	8411	200,384
77	50sqmm HD Al Conductor	m	7,428,051	6,833,806.92	20%	1366761	410028	1291590	51254	136676	3,256,309
78	25sqmm Al PVC Insulated Flexible Cable (Yellow & Green)	m	88,127	668,002.66	20%	133601	40080	126253	5010	13360	318,303
79	Connector Parallel Groove (Universal 16mm ² - 120mm ²)	no.	50,808	224,571.36	20%	44914	13474	42444	1684	4491	107,008

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80	Dead End Preformed for AAC50sqmm	no.	87,710	666,596.00	20%	133319	39996	125987	4999	13332	317,633
81	12mm Bandit Strap (m)	m	13,177	26,222.23	20%	5244	1573	4956	197	524	12,495
82	12mm Bandit Strap Buckles	no.	26,354	20,029.04	20%	4006	1202	3785	150	401	9,544
83	M16 Curved Square Washer	no.	1/2,951	297,475.72	20%	59495	17849	56223	2231	5950	141,747
84	M16 x 320mm, with 120mm thread	no.	4,484	15,738.84	20%	3148	944	2975	118	315	7,500
85	Double Groove Shackle-Insulator	no.	21,996	41,792.40	20%	8358	2508	7899	313	836	19,914
86	Service Connections										
87	Won piece insulator	no.	19,109	51,785.39	20%	10357	3107	9787	388	1036	24,676
88	16sqmm PVC 2 Core Al Conductor, for 3-Ph	m	21,340	70,848.80	20%	14176	4251	13390	531	1417	33,759
89	16sqmm PVC 2 Core Al Conductor, 1-Ph	m	471,020	1,563,786.40	20%	312757	93827	295556	11728	31276	745,144
90	1-Phase Meter, 5/25A	no.	16,430	623,189.90	10%	62319	34275	107968	4674	12464	221,700
91	1-Phase Meter, 15/60A	no.	1,826	69,260.18	10%	6926	3809	11999	519	1385	24,639
92	3-Phase Meter, 20/80A	no.	427	29,394.68	10%	2939	1617	5093	220	588	10,457
93	Service Cut-Out										
94	60Amp 1-Ph Fuse Unit c/w fuse (Circuit Breaker)	no.	1,826	18,899.10	20%	3780	1134	3572	142	378	9,005
95	80Amp 3-Ph Fuse Unit c/w fuse (Circuit Breaker)	no.	427	16,251.62	20%	3250	975	3072	122	325	7,744
96	7m service pole	no.	2,926	378,946.26	5%	18947	19895	62668	2842	7579	111,931
97	Fibre Glass Meter Enclosure	no.	2,926	208,740.84	10%	20874	11481	36164	1566	4175	74,260
98	Wooden Meter Board	no.	18,682	206,436.10	20%	41287	12386	39016	1548	4129	98,367
99	Bi-metal PG Clamp for PMES	no.	12,590	55,647.80	20%	11130	3339	10517	417	1113	26,516
100	M12 x 35sqmm Cu Cable Lugs	no.	6,499	62,000.46	20%	12400	3720	11718	465	1240	29,543
101	M12 x 70sqmm Cu Cable Lugs	no.	1,571	14,987.34	20%	2997	899	2833	112	300	7,141
102	MOTOR VEHICLES AND RELATED EQUIPMENT										
103	Battery Chargers	no.	2	554.02	5%	28	29	92	4	11	164
104	Crane Truck Tyres	no.	15	8,383.50	10%	838	461	1452	63	168	2,982
105	Crane Trucks with 8m load bay and 2500-3000Kg Crane	no.	2	314,171.74	5%	15709	16494	51956	2356	6283	92,798
106	Donab Supervisors - Toyota Pick - Ups	no.	6	261,861.00	5%	13093	13748	43305	1964	5237	77,347
107	Forklift Tyres	no.	12	5,792.28	10%	579	319	1004	43	116	2,061

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136	Wellington / Rain Boats	no.	315	2,327.85	20%	466	140	440	17	47	1,109
137	Tools & Equipment Machinery							0			
138	30KVA Diesel Generator	no.	1	20,356.60	5%	1018	1069	3366	153	407	6,013
139	5KV Meager - Insulation Resistance Testers	no.	8	1,626.24	10%	163	89	282	12	33	579
140	Anchor Bar - Fork	no.	12	3,171.12	10%	317	174	549	24	63	1,128
141	Augering bit (size 24,27,30 and 32)	no.	30	249.6	10%	25	14	43	2	5	89
142	CCTV Access Contrl Supply and install	no.	16	137,481.60	5%	6874	7218	22736	1031	2750	40,609
143	Climbing Shoes pairs	no.	48	221.76	5%	11	12	37	2	4	66
144	Compressor with pipes and Jack Hammer	no.	1	34,997.60	20%	7000	2100	6615	262	700	16,676
145	Container Belts	no.	4	140.16	10%	14	8	24	1	3	50
146	Digging Bar	no.	90	399.6	10%	40	22	69	3	8	142
147	Distance Meters	no.	15	3,492.75	10%	349	192	605	26	70	1,243
148	Draw Vice and tong 2.5 tons	no.	12	1,086.60	20%	217	65	205	8	22	518
149	Draw Vice and tong 1.5 tons	no.	12	232.8	20%	47	14	44	2	5	111
150	Drilling Machine	no.	12	909.24	5%	45	0	0	7	18	70
151	Drum Jerk	no.	12	609.84	5%	30	32	101	5	12	180
152	Earth Resistance Testers	no.	8	1,397.12	10%	140	77	242	10	28	497
153	Extension ladders	no.	6	2,356.20	20%	471	141	445	18	47	1,123
154	Finger priny time clock	no.	1	391.05	20%	78	23	74	3	8	186
155	Forklift Climbover Stage	no.	2	436.12	5%	22	23	72	3	9	129
156	GPS	no.	14	5,045.04	5%	252	265	834	38	101	1,490
157	Hand Power Gloves Pairs	no.	12	88.68	20%	18	5	17	1	2	42
158	HV Portable earthing sets	no.	24	6,985.44	20%	1397	419	1320	52	140	3,329
159	Marine ropes	no.	30	2,217.60	20%	444	133	419	17	44	1,057
160	Ministryof energy - Computer Tablets	no.	6	5,432.58	5%	272	285	898	41	109	1,605
161	Ministryof energy - Copier (Cannon)	no.	2	4,182.50	20%	837	251	790	31	84	1,993
162	Ministry of Energy - Desktop Computers	no.	7	3,811.78	5%	191	200	630	29	76	1,126
163	Ministry of Energy - Hand Fork (Warehouse)	no.	2	808.04	5%	40	42	134	6	16	239
164	Ministryof Energy - Laptops	no.	5	4,279.00	5%	214	225	708	32	86	1,264

EF

165	Northing Plier (Complete)	no.	30	360.3	20%	72	22	68	3	7	172
166	Operating rod or Hot rod	no.	12	753.96	20%	151	45	142	6	15	359
167	Portable Earthing equipment	no.	24	10,644.48	10%	1064	585	1844	80	213	3,787
168	Telescope distance meter (for QC)	no.	6	232.86	10%	23	13	40	2	5	83
169	Telescopic operating rod	no.	12	17,463.60	10%	1746	960	3026	131	349	6,213
170	Testing rod	no.	12	2,073.48	10%	207	114	359	16	41	738
171	Typher Vice	no.	18	1,314.00	20%	263	79	248	10	26	626
172	Warehouse light	no.	35	3,564.75	20%	713	214	674	27	71	1,699
173	Warehouse Trolley	no.	2	808.04	10%	81	44	140	6	16	287
174	TOTAL			32,885,008.88		4453091	1783217	5617134	246638	657700	12,757,780

CERTIFICATE
TOTAL TAX LIABILITY=12,757,780 EUROS

This is to certify that the assessment given is true and correct.

Importer/Agent's Name & Designation:

Signature:

For Official Use

Assessment rechecked and found correct and complete

GHANA REVENUE AUTHORITY
CUSTOMS DIVISION
ACCRA

Signature: 
GIDEON GLEY
(PRIN. REV. OFFICER)

Date

22-11-2023

CF