

OFFICIAL DOCUMENTS

LN 8594-MX

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.

202-477-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

September 8, 2016

Lic. Eduardo González Montes de Oca
Director de Organismos Financieros Internacionales
Nacional Financiera, S.N.C.
Av. Insurgentes Sur 1971
Edificio Anexo Nivel Jardín. Piso Financiero
Col. Guadalupe Inn
México, D.F.

Re: MEXICO: IBRD Loan No. 8594-MX (Municipal Energy Efficiency Project)
Additional Instructions: Disbursement Letter

Dear Lic. González Montes de Oca,

I refer to the Loan Agreement between the International Bank for Reconstruction and Development ("World Bank") and the United Mexican States ("Borrower") for the above-referenced project, dated July 29, 2016. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Loan 8594-MX ("Loan"). This letter ("Disbursement Letter") constitutes the additional instructions, and is the first amendment to the original Disbursement Letter dated July 29, 2016.

The attached *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Loan is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

According to Article II, Section 2.02 of the Loan, unless the Borrower, through the Titular de la *Unidad de Crédito Público* of the *Secretaría de Hacienda y Crédito Público* (Ministry of Finance and Public Credit), otherwise informs the World Bank, the Borrower's representative for purposes of taking any action required or permitted to be taken regarding the Loan is the *Director de Organismos Financieros Internacionales, Nacional Financiera, S.N.C.*, or any person or persons whom such representative designated in writing. Therefore, this Disbursement Letter must be understood to be directed to Lic. González Montes as the Borrower's Representative and direct responsible of the withdrawal of the proceeds of the Loan, including, without limitation, the reception and utilization of Secure Identification Credentials (SIDC).

I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The Reimbursement and Advance are the disbursement methods to be used under the Loan.

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four months after the Closing Date specified in Section IV.B.2 of Schedule 2 to the Loan Agreement. Any changes to this date will be notified by the World Bank.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Conditions in Section IV.B. 1. of Schedule 2 to the Loan Agreement.

II. Withdrawal of Loan Proceeds

(i) Authorized Signatures (subsection 3.1). An authorized signatory letter in the Form attached (Attachment 2) should be furnished to the Bank at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank
Insurgentes Sur 1605, Piso 24
Colonia San José Insurgentes
03900 México, D.F.
Attention: **Mr. Gerardo Corrochano**
Country Director
Colombia and México
Latin America and the Caribbean Region

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed applications for withdrawal, together with supporting documents, to the address indicated below:

Banco Mundial
SCN, Quadra 02, Lote A
Edificio Corporate Finance Center
7º andar
70712-900 Brasilia, D.F.
Brazil
Attention: **Loan Department**

(iii) Electronic Delivery (subsection 3.4) The World Bank may permit the Borrower to electronically deliver to the World Bank Applications (with supporting documents) through the World Bank's Client Connection, web-based portal. The option to deliver Applications to the World Bank by electronic means may be effected if: (a) the Borrower has designated in writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to sign and deliver Applications and to receive secure identification credentials ("SIDC") from the World Bank for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Borrower have registered as users of Client Connection. If the World Bank agrees, the World Bank will provide the Borrower with SIDC for the designated officials. Following which, the designated officials may deliver Applications electronically by completing Form 2380, which is accessible through Client Connection (<https://clientconnection.worldbank.org>). The Borrower may continue to exercise the option of preparing and delivering Applications in paper form. The World Bank reserves the right and may,

in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Borrower.

(iv) Terms and Conditions of Use of SIDC to Process Applications. By designating officials to use SIDC and by choosing to deliver the Applications electronically, the Borrower confirms through the authorized signatory letter its agreement to: (a) abide by the *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation* (“Terms and Conditions of Use of SIDC”) provided in Attachment 3; and (b) to cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for Reimbursements is **not applicable** for this project, however, it is expected that the Borrower will submit Withdrawal Applications for a minimum value of United States Dollar (USD) 2,500,000 equivalent.

(vi) Advances (sections 5 and 6).

- **Type of Designated Account (subsection 5.3):** Pooled
- **Currency of Designated Account (subsection 5.4):** USD
- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** *Nacional Financiera S.N.C.* through Dutch Bank of New York
- **Ceiling (subsection 6.1):** USD 20,000,000 equivalent

III. Reporting on Use of Loan Proceeds

(i) Supporting Documentation (section 4). Supporting documentation should be provided with each application for withdrawal as set out below:

- **For requests for Reimbursement:**
 - Statements of Expenditure (Attachment **4A** – Statement of Expenditure with supporting documentation) with documents evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments for: (i) Goods and Works against contracts valued at USD 300,000 equivalent or more; (ii) Consultant Services provided by firms against contracts valued at USD 300,000 or more; and (iii) Consultant Services provided by individuals against contracts valued at USD 50,000 or more;
 - Statements of Expenditure (Attachment **4B** – Statement of Expenditure without supporting documentation) for all other expenditures/contracts below the above mentioned thresholds, and for Non-Consultant Services, Capacity building and Project Incremental Costs;

- Customized Statements of Expenditure (Attachment 4C – Statement of Expenditure for Goods, Works, Consultants’ Services, Capacity Building, and Project Incremental Costs under Part 2 (a) of the Project; and
 - Customized Statements of Expenditure (Attachment 4D – Statement of Expenditure for Goods, Works, Consultants’ Services, Capacity Building, and Project Incremental Costs under Part 2 (b) of the Project;
- ***For reporting eligible expenditures paid from the Designated Account:***
 - Statements of Expenditure (Attachment 4A – Statement of Expenditure with supporting documentation) with documents evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments for: (i) Goods and Works against contracts valued at USD 300,000 equivalent or more; (ii) Consultant Services provided by firms against contracts valued at USD 300,000 or more; and (iii) Consultant Services provided by individuals against contracts valued at USD 50,000 or more;
 - Statements of Expenditure (Attachment 4B – Statement of Expenditure without supporting documentation) for all other expenditures/contracts below the above mentioned thresholds, and for Non-Consultant Services, Capacity building and Project Incremental Costs;
 - Customized Statements of Expenditure (Attachment 4C – Statement of Expenditure for Goods, Works, Consultants’ Services, Capacity Building, and Project Incremental Costs under Part 2 (a) of the Project;
 - Customized Statements of Expenditure (Attachment 4D – Statement of Expenditure for Goods, Works, Consultants’ Services, Capacity Building, and Project Incremental Costs under Part 2 (b) of the Project; and
 - Designated Account Activity Statement (Attachment 5) and copy of the Designated Account Bank Statement;

IV. Other Important Information

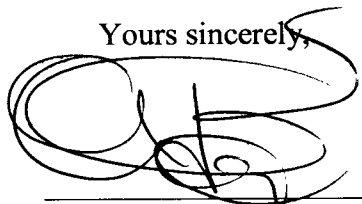
For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World Bank’s public website at <https://www.worldbank.org> and its secure website “Client Connection” at <https://clientconnection.worldbank.org>. Print copies are available upon request.

If you have not already done so, the World Bank recommends that you register as a user of the Client Connection website (<https://clientconnection.worldbank.org>). From this website you will be able to download Applications, monitor the near real-time status of the Loan, and retrieve related policy, financial, and procurement information. All Borrower officials authorized to sign and deliver Applications by electronic means are required to register with Client Connection before

electronic delivery can be effected. For more information about the website and registration arrangements, please contact the World Bank by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact us at wfaldlcr@worldbank.org (service account email address) with copy to Victor Ordonez, Senior Finance Officer at vconde@worldbank.org, using the above Loan number and project name as reference.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'V. Ordonez', written over a horizontal line.

Victor Ordonez
Sr. Finance Officer
Latin America and the Caribbean Region

Attachments:

- 1 World Bank Disbursement Guidelines for Projects, dated May 1, 2006
- 2 Form for Authorized Signatory Letter
- 3 Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated March 1, 2013
- 4A Statement of Expenditure - With supporting documentation for contracts equal or above established threshold,
- 4B Statement of Expenditure - Without supporting documentation for contracts below the established threshold, and for Operating Cost;
- 4C Customized Statement of Expenditure for eligible expenditures under Part 2 (a);
- 4D Customized Statement of Expenditure for eligible expenditures under Part 2 (b); and
- 5 Designated Account Activity Statement



THE WORLD BANK

DISBURSEMENT
GUIDELINES
FOR PROJECTS

MAY 2006

WORLD BANK
DISBURSEMENT GUIDELINES
FOR PROJECTS



LOAN DEPARTMENT
May 1, 2006

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The International Bank for Reconstruction and Development
THE WORLD BANK
1818 H Street, N.W.
Washington, D.C. 20433, U.S.A.

First Printing, July 2006

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World Bank Disbursement Guidelines for Projects

May 1, 2006

1. Purpose

- 1.1** The purpose of these Guidelines is to set out the Bank's procedures for disbursement of loan proceeds for projects.¹ Specifically, the Guidelines explain (a) the different methods used by the Bank to disburse loan proceeds, (b) the requirements for withdrawal from the Loan Account, (c) the types of supporting documentation that the borrower may be required to provide to demonstrate the use of loan proceeds for eligible expenditures, (d) the criteria for establishing designated accounts, (e) the terms and conditions applicable to advances, (f) the types of actions that the Bank may take if it determines that loan proceeds are not needed or have been used for ineligible purposes, and (g) the consequence of refunds.

¹ "Bank" includes IBRD and IDA; "loan" includes credit and grant; "borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant; and "Loan Agreement" includes the agreement with the Bank providing for a credit, grant, or advance. These Disbursement Guidelines apply to all loans, credits, advances under the Project Preparation Facility, and grants financed under the Institutional Development Fund and Global Environment Facility unless otherwise provided in Operational Policy 10.29, *Global Environment Facility Operations* (forthcoming). These Guidelines also apply to other recipient-executed grants financed from trust funds unless, exceptionally, the terms of the agreement with the donor make provision for different requirements. They do not apply to Development Policy loans.



2. Disbursement Methods

- 2.1** The Bank establishes disbursement arrangements for an operation in consultation with the borrower and taking into consideration, *inter alia*, an assessment of the borrower's financial management and procurement arrangements, the procurement plan and cash flow needs of the operation, and its disbursement experience with the borrower.
- 2.2** The Bank disburses proceeds from the Loan Account established for each loan, to or on the order of the borrower, using one or more of the disbursement methods set forth below, as determined by the Bank.
- (a) **Reimbursement:** The Bank may reimburse the borrower for expenditures eligible for financing pursuant to the Loan Agreement ("eligible expenditures") that the borrower has prefinanced from its own resources.
 - (b) **Advance:** The Bank may advance loan proceeds into a designated account of the borrower to finance eligible expenditures as they are incurred and for which supporting documents will be provided at a later date (see section 5, "Designated Accounts").
 - (c) **Direct Payment:** The Bank may make payments, at the borrower's request, directly to a third party (e.g., supplier, contractor, consultant) for eligible expenditures.
 - (d) **Special Commitment:** The Bank may pay amounts to a third party for eligible expenditures under special commitments entered into, in writing, at the borrower's request and on terms and conditions agreed between the Bank and the borrower.

3. Withdrawal of Loan Proceeds

- 3.1 Authorized Signatures.** Before loan proceeds may be withdrawn or committed from the Loan Account, the au-



thorized representative of the borrower (as designated in the Loan Agreement) must furnish to the Bank (a) the name(s) of the official(s) authorized to sign applications for withdrawal and applications for a special commitment (collectively, “Applications”), and (b) the authenticated specimen signature(s) of the official(s). The borrower must indicate clearly if more than one signature is required on Applications and must notify the Bank promptly of any changes in signature authority.

3.2 Applications. Applications must be provided to the Bank in such form and include such information as the Bank may reasonably request. Application forms are available online from the Client Connection Web site at <http://clientconnection.worldbank.org> or from the Bank upon request.

3.3 For withdrawal from the Loan Account for advances, the borrower should provide an original signed application for withdrawal. For withdrawal from the Loan Account for reimbursements and direct payments and for reporting on the use of advances, the borrower should provide an original signed application for withdrawal together with one copy of supporting documents (see section 4, “Supporting Documentation Requirements”). For a special commitment from the Loan Account, the borrower should provide an original signed application for a special commitment together with one copy of the letter of credit. The Bank reserves the right not to accept or review duplicate copies of Applications and supporting documents and may at its discretion return or destroy the duplicates.

3.4 Electronic Delivery. The Bank may authorize the borrower to use electronic means, in a manner and on terms and conditions specified by the Bank, to deliver Applications and supporting documentation to the Bank. Applications and supporting documentation delivered in accordance with this subsection will be deemed to have been provided to the Bank for the purposes of satisfying the requirements of subsections 3.2 and 3.3 of these Guidelines.



3.5 *Minimum Value of Applications.* The Bank establishes a minimum value for Applications for reimbursement, direct payment, and special commitment. The Bank reserves the right not to accept Applications that are below such minimum value.

3.6 *Loan Disbursing Period.* The Bank processes Applications only after the Loan Agreement has been declared effective in accordance with the terms of the Loan Agreement. The expenditures for which the Applications are made must be:

- (a) ***paid*** for (i) on or after the date of the Loan Agreement, or (ii) in the case of operations that permit retroactive financing, on or after the earlier date specified in the Loan Agreement for that purpose; and
- (b) ***incurred*** on or before the closing date specified or referred to in the Loan Agreement ("Closing Date"), except as otherwise specifically agreed with the Bank.

3.7 The loan disbursing period ends on the final date established by the Bank for receipt by the Bank of applications for withdrawal and supporting documentation (the "Disbursement Deadline Date"). The Disbursement Deadline Date may be the same as the Closing Date, or up to four months after the Closing Date. Normally, to support orderly project completion and closure of the Loan Account, the Bank does not accept applications for withdrawal or supporting documentation received after the Disbursement Deadline Date. The borrower should promptly inform the Bank of any expected implementation delays or exceptional administrative issues before these dates. The Bank notifies the borrower of any exception that the Bank may make to the Disbursement Deadline Date.

3.8 *Disbursement Conditions.* If the Loan Agreement contains a disbursement condition for a specific expenditure category, the Bank will disburse loan proceeds for that category only after the disbursement condition has been fulfilled and the Bank has notified the borrower to this effect.



4. Supporting Documentation Requirements

- 4.1** The borrower provides supporting documentation to the Bank to show that loan proceeds have been or are being used to finance eligible expenditures.
- 4.2** For special commitments, the commercial bank provides its confirmation directly to the Bank that conditions for release of payments committed for withdrawal have been met.
- 4.3 *Types of Supporting Documentation.*** The Bank requires either copies of the original documents evidencing eligible expenditures (“Records”) or summary reports of expenditure (“Summary Reports”) in such form and substance as the Bank may specify. Records include such documents as invoices and receipts. A Summary Report may be either (a) the interim un-audited financial report required under the Loan Agreement (“Interim Financial Report”) or (b) a statement of expenditure summarizing eligible expenditures paid during a stated period (“Statement of Expenditure”). In all cases, the borrower is responsible for retaining the original documents evidencing eligible expenditures and making them available for audit or inspection.
- 4.4** The Bank determines the types of supporting documentation that the borrower should provide, taking into consideration the disbursement method used. The supporting documentation may be the following:
- (a) *For applications for reimbursement:*** (i) Interim Financial Reports, (ii) Statements of Expenditure, (iii) Records, or (iv) Records required by the Bank for specific expenditures and Statements of Expenditure for all other expenditures;
 - (b) *For reporting on the use of advances:*** (i) Interim Financial Reports, (ii) Statements of Expenditure, (iii) Records, or (iv) Records required by the Bank for specific expenditures and Statements of Expenditure for all other expenditures;



- (c) *For applications for direct payments:* Records; and
- (d) Any other supporting documentation that the Bank may request by notice to the borrower.

4.5 Failure to Provide Audited Financial Statements. If the borrower fails to provide any of the audited Financial Statements required in accordance with, and within the period of time specified in, the Loan Agreement, the Bank may at its discretion decide not to accept applications for withdrawal supported by Summary Reports, even if such reports are accompanied by Records.

5. Designated Accounts

- 5.1** The borrower may open one or more designated accounts into which the Bank may, at the borrower's request, deposit amounts withdrawn from the Loan Account for the purpose of paying for eligible expenditures as they are incurred ("Designated Account"). Before the Bank authorizes establishment of a Designated Account, the borrower must have adequate administrative capability, internal controls, and accounting and auditing procedures to ensure effective use of the Designated Account.
- 5.2** The Bank may decide not to permit the use of Designated Accounts in new projects if the borrower has failed to refund undocumented advances in the Designated Account of any other loan to, or guaranteed by, the borrower within two months after the Disbursement Deadline Date for such loan.
- 5.3 Type of Designated Account.** A Designated Account may be established in one of the two ways set out below, as appropriate for the operation concerned, as determined and notified by the Bank.



- (a) **Segregated Account:** this is an account of the borrower into which only proceeds of the loan may be deposited; or
- (b) **Pooled Account:** this is an account of the borrower into which the loan proceeds and proceeds of other financing for the operation (e.g., borrower resources and/or financing by other development partners) may be deposited.

5.4 Currency of the Designated Account. Designated Accounts must be in a currency acceptable to the Bank. In countries that have a freely convertible currency, Designated Accounts may be held in the currency of the borrower or any freely convertible currency. The Bank may also agree to local currency Designated Accounts when, *inter alia*, the country's currency (even if not freely convertible) is stable and the expenditures to be financed are primarily in local currency. The borrower bears all risks associated with foreign exchange fluctuations between (a) the currency of denomination of the loan and that of the borrower's Designated Account, and (b) the currency of denomination of the borrower's Designated Account and the currency or currencies of project expenditures.

5.5 Financial Institution. Designated Accounts must be opened and maintained in a financial institution acceptable to the Bank on terms and conditions acceptable to the Bank. To be acceptable to the Bank, the financial institution proposed by the borrower should generally meet all the following requirements:

- (a) be financially sound;
- (b) be authorized to maintain the Designated Account in the currency agreed between the Bank and the borrower;
- (c) be audited regularly, and receive satisfactory audit reports;



- (d) be able to execute a large number of transactions promptly;
- (e) be able to perform a wide range of banking services satisfactorily;
- (f) be able to provide a detailed statement of the Designated Account;
- (g) be part of a satisfactory correspondent banking network; and
- (h) charge reasonable fees for its services.

5.6 The Bank reserves the right not to accept a financial institution for the opening and/or maintenance of a Designated Account if such institution has asserted or asserts a claim to set off, seize, or attach the proceeds of any Bank loan on deposit in a Designated Account maintained by it.

6. Terms and Conditions Applicable to Advances

6.1 *Ceiling.* The Bank notifies the borrower of the maximum amount of loan proceeds that may be on deposit in a Designated Account (the "Ceiling"). The Bank, at its discretion, may establish the Ceiling as either (a) a fixed amount, or (b) an amount that is adjusted from time to time during project implementation based on periodic forecasts of project cash flow needs.

6.2 *Applications for Advances.* The borrower may apply for an advance in an amount up to the Ceiling less the aggregate amount of those advances previously received by the borrower for which the borrower has not yet provided supporting documentation. Normally, to support orderly closure of the Loan Account, the Bank does not advance loan proceeds into the Designated Account after the Closing Date.

6.3 *Frequency of Reporting Eligible Expenditures Paid from the Designated Account.* The borrower reports on the use of loan proceeds advanced to the Designated Account



at intervals specified by the Bank by notice to the borrower ("Reporting Period"). The borrower should ensure that all amounts deposited in the Designated Account are accounted for and their use reported prior to the Disbursement Deadline Date. After this date, the borrower must refund to the Bank any advances still unaccounted for or remaining in the Designated Account.

6.4 *Withholding Advances.* The Bank is not required to make any deposit into the Designated Account if:

- (a) The Bank determines that payment of the deposit would result in exceeding the Ceiling (see subsection 6.2, "Applications for Advances");
- (b) The Bank is not satisfied that the borrower's planned project expenditures justify the deposit. The Bank may, by notice to the borrower, adjust the amount it deposits or withhold further deposits into the Designated Account until it is satisfied that the financial needs of the project warrant further deposits;
- (c) The borrower fails to take the action required pursuant to the determinations made by the Bank under subsections 7.1 and 7.2 of these Guidelines;
- (d) The borrower fails to provide any of the audited Financial Statements required in accordance with, and within the period of time specified in, the Loan Agreement;
- (e) The Bank determines that all further withdrawals of loan proceeds should be made by the borrower directly from the Loan Account; or
- (f) The Bank has notified the borrower of its intention to suspend in whole or in part the borrower's right to make withdrawals from the Loan Account.

6.5 *Excess Advances.* If at any time the Bank determines that any amount deposited in the Designated Account will not be required to cover further payments for eligible expenditures ("Excess Amount"), it may, at its discretion, require the borrower to take one of the two actions listed below. Upon



notification by the Bank, the borrower must promptly take the action requested:

- (a) Provide evidence satisfactory to the Bank within a period specified by the Bank that the Excess Amount will be used to pay for eligible expenditures. If the evidence is not furnished within the time period specified, the borrower must promptly refund the Excess Amount to the Bank; or
- (b) Refund the Excess Amount promptly.

7. Ineligible Expenditures

7.1 *Ineligible Expenditures Generally.* If the Bank determines that any amount of the loan was used to pay for an expenditure that is not eligible pursuant to the Loan Agreement (“ineligible expenditure”), the Bank may, at its discretion, require the borrower to take one of the two actions listed below. Upon notification by the Bank, the borrower must promptly take the action requested:

- (a) Refund an equivalent amount to the Bank; or
- (b) Exceptionally, provide substitute documentation evidencing other eligible expenditures.

7.2 *Ineligible Expenditures Paid from the Designated Account.* If the Bank determines that any payment out of the Designated Account was not justified by the evidence furnished to the Bank or was made for an ineligible expenditure, the Bank may, at its discretion, require the borrower to take one of the actions listed below. Upon notification by the Bank, the borrower must promptly take the action requested:

- (a) Provide the additional evidence requested by the Bank;
- (b) Deposit an equivalent amount into the Designated Account;



- (c) Refund an equivalent amount to the Bank; or
- (d) Exceptionally, provide substitute documentation evidencing other eligible expenditures.

8. Refunds

8.1 *Borrower Decision to Refund.* The borrower may, upon notice to the Bank, refund all or any amount of the loan on deposit in the Designated Account to the Bank for credit to the Loan Account.

8.2 *Consequence of Refunds.* The Bank shall determine whether refunds made to the Bank in accordance with sections 6 and 7 and subsection 8.1 of these Disbursement Guidelines will be credited to the Loan Account for subsequent withdrawal or for cancellation. Borrowers should be aware that refunds of loan proceeds may result in swap termination fees and/or unwinding costs for amounts for which the interest rate basis or currency has been converted or hedged.

8.3 *Other Obligations Unaffected by Refunds.* Refunds of amounts of the loan do not affect any remedies of the Bank under the Loan Agreement.



THE WORLD BANK

The Loan Department
World Bank
1818 H Street, NW
Washington, DC 20433
Email: wbdisbursement@worldbank.org

Form of Authorized Signatory Letter
[Letterhead]
Nacional Financiera, S.N.C.
[Street address]

[DATE]

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: [Country Director]

Re: IBRD Loan 8594-MX (Municipal Energy Efficiency Project)

I refer to the Loan Agreement (“Agreement”) between the International Bank for Reconstruction and Development (the “Bank”) and [name of Recipient] (the “Borrower”), dated _____, providing the above Loan. For the purposes of Section 2.02 of the General Conditions as defined in the Agreement, any ¹[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Borrower to sign applications for withdrawal under this Loan.

For the purpose of delivering Applications to the Bank, ²[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting ³[individually] ⁴[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Bank.

⁵[This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Bank by electronic means. In full recognition that the Bank shall rely upon such representations and warranties, including without limitation, the representations and warranties

¹ Instruction to the Recipient: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. *Please delete this footnote in final letter that is sent to the Bank.*

² Instruction to the Borrower: Stipulate if more than one person needs to *jointly* sign Applications, if so, please indicate the actual number. *Please delete this footnote in final letter that is sent to the Bank.*

³ Instruction to the Borrower: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Bank.*

⁴ Instruction to the Borrower: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Bank.*

⁵ Instruction to the Borrower: Add this paragraph if the Borrower wishes to authorize the listed persons to accept Secure Identification Credentials and to deliver Applications by electronic means; if this is not applicable, please delete the paragraph. *Please delete this footnote in final letter that is sent to the Bank.*

contained in the *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of SIDC"), the Borrower represents and warrants to the Bank that it will cause such persons to abide by those terms and conditions.]

This Authorization replaces and supersedes any Authorization currently in the Bank records with respect to this Agreement.

[Name], [position] Specimen Signature: _____

[Name], [position] Specimen Signature: _____

[Name], [position] Specimen Signature: _____

Yours truly,

/ signed /

[Position]

Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation

March 1, 2013

The World Bank (Bank)⁶ will provide secure identification credentials (SIDC) to permit the Borrower⁷ to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

SIDC can be either: (a) hardware-based (Physical Token), or (b) software-based (Soft Token). The Bank reserves the right to determine which type of SIDC is most appropriate.

A. Identification of Users.

1. The Borrower will be required to identify in a completed Authorized Signatory Letter (ASL) duly delivered to and received by the Bank each person who will be authorized to deliver Applications. The Bank will provide SIDC to each person identified in the ASL (Signatory), as provided below. The Borrower shall also immediately notify the Bank if a Signatory is no longer authorized by the Borrower to act as a Signatory.
2. Each Signatory must register as a user on the Bank's Client Connection (CC) website (<https://clientconnection.worldbank.org>) prior to receipt of his/her SIDC. Registration on CC will require that the Signatory establish a CC password (CC Password). The Signatory shall not reveal his/her CC Password to anyone or store or record the CC Password in written or other form. Upon registration as a CC user, the Signatory will be assigned a unique identifying account name.

B. Initialization of SIDC.

1. Prior to initialization of SIDC by a Signatory, the Signatory will acknowledge having read, understood and agreed to be bound by these Terms and Conditions of Use.
2. Where a Physical Token is to be used, promptly upon receipt of the Physical Token, the Signatory will access CC using his/her account name and CC Password and register his/her Physical Token and set a personal identification number (PIN) to be used in connection with the use of his/her Physical Token, after which the Physical Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Where a Soft Token is to be used, the Signatory will access CC using his/her account name and CC Password and set a personal identification number (PIN) to be used in connection with the

⁶ "Bank" includes IBRD and IDA.

⁷ "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

use of his/her Soft Token, after which the Soft Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the SIDC, the Signatory will be a "SIDC User". The Bank will maintain in its database a user account (Account) for each SIDC User for purposes of managing the SIDC of the SIDC User. Neither the Borrower nor the SIDC User will have any access to the Account.

3. Prior to first use of the SIDC by the SIDC User, the Borrower shall ensure that the SIDC User has received training materials provided by the Bank in use of the SIDC.

C. Use of SIDC.

1. Use of the SIDC is strictly limited to use in the delivery of Applications by the SIDC User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the SIDC is prohibited.

2. The Bank assumes no responsibility or liability whatsoever for any misuse of the SIDC by the SIDC User, other representatives of the Borrower, or third parties.

3. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in granting SIDC) that each SIDC User understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

4. *Security*

4.1. The SIDC User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.

4.2. The SIDC User shall not allow anyone else to utilize his/her SIDC to deliver an Application to the Bank.

4.3. The SIDC User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.

4.4. If the SIDC User believes a third party has learned his/her PIN or has lost his/her Physical Token he/she shall immediately notify clientconnection@worldbank.org.

4.5. The Borrower shall immediately notify the Bank at clientconnection@worldbank.org of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.

5. *Reservation of Right to Disable SIDC*

5.1. The Borrower shall reserve the right to revoke the authorization of a SIDC User to use a SIDC for any reason.

5.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a SIDC, de-activate a SIDC User's Account or both.

6. ***Care of Physical Tokens***

6.1. Physical Tokens will remain the property of the Bank.

6.2. The Bank will physically deliver a Physical Token to each Signatory designated to receive one in a manner to be determined by and satisfactory to the Bank.

6.3. Physical Tokens contain delicate and sophisticated instrumentation and therefore should be handled with due care, and should not be immersed in liquids, exposed to extreme temperatures, crushed or bent. Also, Physical Tokens should be kept more than five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Physical Tokens should be carried and stored separate from any EMR device. At close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of electronic equipment, including the Physical Token.

6.4. Without derogating from these Terms and Conditions of Use, other technical instructions on the proper use and care of Physical Tokens are available at <http://www.rsa.com>.

7. ***Replacement***

7.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Physical Tokens will be replaced at the expense of the Borrower.

7.2. The Bank reserves the right, in its sole discretion, not to replace any Physical Token in the case of misuse, or not to reactivate a SIDC User's Account.

MEXICO
 "PROYECTO DE EFICIENCIA ENERGETICA EN MUNICIPIOS (PREEM)"
 BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO
 CERTIFICADO DE GASTOS (SOE) CON JUSTIFICACIÓN DE GASTO ANEXA

Ejecutor: SENER
 Categoría:
 No. de OFICIO SENER:
 Fecha de Elaboración:
 Ejercicio Presupuestal:

En el entendido de que SENER es el Ejecutor, aún cuando FIDE sea el operador y lleve a cabo procesos de contratación de consultores, los cuales, deberán ser supervisados y gestionados a través de la UREP de la SENER

Inésida Margarita Virgen Barajas:
 Se cambió de Solicitud a No. Oficio. Todos los datos de esta Sección corresponden a captura del ejecutor

Inésida Margarita Virgen Barajas:
 Precisión, a fin de clarificar el monto acumulado en el SOE, que no necesariamente corresponde al ejercicio de gastos del Ejecutor, sino a los pagos presentados

Inésida Margarita Virgen Barajas:
 Se eliminó lo relativo al retro

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
NO. DE CONTRATO Y FECHA DE FIRMA	NOMBRE DEL BENEFICIARIO /PROVEEDOR	IDENTIFICACIÓN DEL CONTRATO O GASTO (No Asignado por el Client Connection que aplicara para gastos de REVISIÓN PREVIA)	CONTRATO DE REVISIÓN PREVIA	IMPORTE ANUALIZADO En esta columna deberá anotarse "SI" o "NO", según corresponda al contrato en cuestión	MONTO ACTUALIZADO DEL CONTRATO	IMPORTE ANUALIZADO PARA PAGOS PRESENTADOS ANTES DE ESTA SOLICITUD	NO. DE FACTURA / RECIBO	FECHA DE PAGO	MONTO PAGADO EN ESTA SOLICITUD	% FINANCIAMIENTO BIRF	MONTO FINANCIABLE BIRF	FECHA DE NO OBJECIÓN BIRF	BREVE DESCRIPCIÓN DEL GASTO	
TOTAL DE ESTE SOE														

Se anexa la documentación justificativa del gasto de las cantidades arriba consignadas, mismas que se han pagado por concepto de la debida ejecución de las actividades del Proyecto de acuerdo con los términos y condiciones del convenio. Los contratos que se incluyen en estos SOE's son equivalentes o superan los montos equivalentes siguientes: Para Bienes U S D's: XXXX XX, Para Obras U S D's: XXXXX XX, Y U S D's XXXX XX consultoras individuales y XXX,XXX XX para firmas consultoras, respectivamente. Toda la documentación justificativa de los gastos se mantienen en SENER y FIDE según corresponda para revisión del BIRF o auditores externos designados para tal efecto

Inésida Margarita Virgen Barajas:
 Leyenda con importes y conceptos a adaptar por consistencia con lo que indique la Carta de Desembolsos en su oportunidad.

SENER

LIC EFRAN VILLANUEVA ARCOB
 DIRECTOR GENERAL DE ENERGÍAS LIMPIAS

MEXICO
 "PROYECTO DE EFICIENCIA ENERGETICA EN MUNICIPIOS (PREEM)"
 BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO
 CERTIFICADO DE GASTOS (SOE) SIN JUSTIFICACION DE GASTO ANEXA

Imelda Margarita Virgen Barajas:
 En el entendido de que SENER es el Ejecutor, aún cuando FIDE sea el operador y lleve a cabo procesos de contratación de consultores, los cuales, deberán ser supervisados y gestionados a través de la UREP de la SENER

Oficina: SENER

Categoría:

No. de OFICIO SENER:
 Fecha de Elaboración:
 Ejercicio Presupuestal:

Imelda Margarita Virgen Barajas:
 Se cambió de Solicitud a No. Oficio. Todos los datos de esta Sección corresponden a captura del ejecutor

Imelda Margarita Virgen Barajas:
 Precisión, a fin de clarificar el monto acumulado en el SOE, que no necesariamente corresponde al ejercicio de gastos del Ejecutor, sino a los pagos presentados

Solicitud BM
 Hoja 1 de 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14
NO. DE CONTRATO Y FECHA DE FIRMA	NOMBRE DEL BENEFICIARIO /PROVEEDOR	IDENTIFICACION DEL CONTRATO O GASTO (No Asignado por el Client Connection que aplicara para gastos de REVISION PREVIA)	CONTRATO DE REVISION PREVIA	Invigien: En esta columna deberá anotarse "SI" o "NO", según corresponda al contrato en cuestión. BOMBA	NO ADICIONAL CONTRATO	MONTO ACTUALIZADO DEL CONTRATO	MONTO ACUMULADO POR PAGOS PRESENTADOS ANTES DE ESTA SOLICITUD	NO. DE FACTURA/ RECIBO	FECHA DE PAGO	MONTO PAGADO EN ESTA SOLIDIDAD	% FINANCIAMIENTO BIRF	MONTO FINANCIABLE BIRF	BREVE DESCRIPCION DEL GASTO

TOTAL DE ESTE SOE

No se anexa la documentación justificativa del gasto de las cantidades arriba consignadas, mismas que se han pagado por concepto de la debida ejecución de las actividades del Proyecto de acuerdo con los términos y condiciones del convenio. Los contratos que se incluyen en estos SOE's NO superan el monto equivalente a U S D's XXX,XXXX para Bienes y firmas consultoras y U S D's XXX,XXXXX.00 para consultores individuales así como Servicios de No Consultoría, en los cuales la Capacitación y Gastos Operativos son incorporados. Toda la documentación justificativa de los gastos se mantiene en SENER para revisión del BIRF o auditores externos designados para tal efecto

Imelda Margarita Virgen Barajas:
 Leyenda con importes y conceptos a adaptar por consistencia con lo que indique la Carta de Desembolsos en su oportunidad

SENER

 LIC. EFRAIN VILLANUEVA ARCOS
 DIRECTOR GENERAL DE ENERGÍAS LIMPIAS

NO. PRÉSTAMO -"PROYECTO DE EFICIENCIA ENERGÉTICA EN MUNICIPIOS (PREEM)"
BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO

Imelda Margarita Virgen Barajas:
Se adicionó lo del No. Préstamo.

CERTIFICADO DE GASTOS (SOE) SIN JUSTIFICACIÓN DE GASTO ANEXA *

ORGANISMO EJECUTOR: SENER

CATEGORIA:

PARTE DEL PROYECTO:

SOLICITUD DE DESEMBOLSO

Imelda Margarita Virgen Barajas:
Se eliminó lo relativo al retro

PRESUPUESTO:
NO. DE OFICIO:

HOJA No. DE

(1)	(2)	(3)	(4)	(5)	(6)
GASTO/EVENO	PERIODO DE PAGOS	GASTOS EFECTUADOS DURANTE ESTE PERIODO MXN	% FINANCIADO BIRF	MONTO ELEGIBLE DE FINANCIAMIENTO	BREVE DESCRIPCION DEL GASTO
Se podrá hacer referencia para ver detalle en archivo anexo y requisitar en una línea el monto total. Checar esta propuesta con el BIRF.					
SUBTOTAL		0.00		0.00	

* Se anexa archivo con relación detallada de gastos elegibles a cargo de la UREP

Imelda Margarita Virgen Barajas:
Válidos, gastos relacionados con traslado por supervisión o actividades inherentes a responsabilidades de la UREP de SENER.

NOTA.

1/ Certificamos que las cantidades arriba consignadas se han pagado por concepto de la debida ejecución de las actividades del Proyecto de acuerdo con los términos y condiciones del convenio, toda la documentación justificativa de los gastos se mantienen en la SENER para revisión del BIRF o auditores externos designados para tal efecto

ORGANISMO EJECUTOR

 LIC. EFRAÍN VILLANUEVA ARCOS
 DIRECTOR GENERAL DE ENERGÍAS LIMPIAS

MEXICO
NO. PRÉSTAMO - "PROYECTO DE EFICIENCIA ENERGETICA EN MUNICIPIOS (PREEM)"
BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO
CERTIFICADO DE GASTOS (SOE) GASTOS INCREMENTALES DEL PROYECTO SIN JUSTIFICACIÓN DE GASTO ANEXA

Imelda Margarita Virgen Barajas:
 Se definirá captura de SENER o FIDE de conformidad con lo que se establezca en Doc. Legal.

Imelda Margarita Virgen Barajas:
 Se adicionó No Préstamo

Imelda Margarita Virgen Barajas:
 EN VIDEOCONFERENCIA DEL 15-JUL-2015 COMENTAMOS QUE A NAFIN Y POR CONSIGUIENTE AL BIRF NO SE ENVIARIAN LAS RELACIONES DE GASTOS QUE FIDE ENVIÉ A SENER.

Ejecutor: SENER

Categoría: 2. Inversión municipal en eficiencia energética.

GASTOS INCREMENTALES INCLUIDOS POR EL FIDE EN EL COMPONENTE 2

No. de OFICIO SENER:

Fecha de Elaboración:

Ejercicio Presupuestal:

Solicitud BM:
 Hoja 1 de 1

1	2	3	4	5	9	10	11	12	13
				MONTO TOTAL DE GASTOS EROGADOS POR EL FIDE (Conforme a porcentaje acordado)	FECHA DE PAGO	MONTO PAGADO EN ESTA SOLICITUD	% FINANCIAMIENTO BIRF	MONTO FINANCIABLE BIRF	BREVE DESCRIPCIÓN DEL GASTO, CONFORME ACTIVIDAD
			Preparación de Proyecto	100.00	2.00%	2.00	100%	2.00	Estudio de Factibilidad y Proyecto Ejecutivo, etc
			Evaluación de Proyecto	100.00	1.05%	1.05	100%	1.05	Análisis de Balanceo de Energía, etc.
			Monitoreo, verificación y reporte de Proyecto	100.00	1.76%	1.76	100%	1.76	Medición de resultados energéticos, etc
						4.81		4.81	

No se anexa la documentación justificativa del gasto de las cantidades arriba consignadas, mismas que se han pagado por concepto de la debida ejecución de las actividades del Componente 2 del Proyecto de acuerdo con los términos y condiciones del convenio. Toda la documentación justificativa de los gastos se mantiene en SENER y FIDE para revisión del BIRF o auditores externos designados para tal efecto.

Imelda Margarita Virgen Barajas:
 En Videoconferencia del 15-Jul-2015 comentamos que a NAFIN y por consiguiente al BIRF, no se enviarán los recibos de gastos que FIDE le envíe a SENER. Leyenda con importes y conceptos a adaptar por consistencia con lo que indique la Carta de Desembolsos en su oportunidad.

SENER

LIC. EFRAIN VILLANUEVA ARCOS
 DIRECTOR GENERAL DE
 ENERGIAS LIMPIAS

DESIGNATED ACCOUNT RECONCILIATION STATEMENT

LOAN/CREDIT/PPF/COFINANCIER NUMBER _____
 ACCOUNT NUMBER _____ WITH (BANK) _____

- 1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER) \$ _____
- 2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK - \$ _____
- 3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2) = \$ _____

=====

- 4. BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK STATEMENT AS OF DATE _____ \$ _____
- 5. PLUS: TOTAL AMOUNT CLAIMED IN THIS APPLICATION NO. _____ + \$ _____ *
- 6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED REASON: _____ + \$ _____ *
- 7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS NOT YET CREDITED AT DATE OF BANK STATEMENTS

<u>APPLICATION NO.</u>	<u>AMOUNT *</u>
_____	_____
_____	_____

- SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + \$ _____
- 8. MINUS: INTEREST EARNED - \$ _____ *
- 9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9) = \$ _____

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9:

11. DATE: _____ SIGNATURE: _____
 TITLE: _____

- ALL ITEMS SHOULD BE INDICATED ON THE BANK STATEMENT