



REPUBLIC OF GHANA

MINISTRY OF FINANCE

PARLIAMENT OF GHANA LIBRARY

MEMORANDUM TO PARLIAMENT

BY

THE MINISTER FOR FINANCE
(HON. KEN OFORI-ATTA)

ON

REQUEST FOR TAX & DUTY WAIVER IN RESPECT
OF THE MODERNISATION & EQUIPPING OF THE
TETTEH QUARSHIE MEMORIAL HOSPITAL, KIBI
DISTRICT HOSPITAL, ABURI HOSPITAL &
ATIBIE HOSPITAL

31st
.....JULY, 2019



1.0 ACTION REQUIRED

1.1 Parliament is respectfully invited to consider and approve tax liability amounting to **€7,563,932.00** in respect of equipment and materials to be procured under the "Modernisation and equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and Atibie Hospital Project".

1.2 At its Fifty-sixth meeting held on Thursday, 20th June, 2019, Cabinet approved and recommended same for consideration and approval of Parliament.

1.3 It is to be noted that Parliament, at its Forty-Second Sitting of the Second Meeting held on Tuesday, 24th July, 2018, approved by resolution the Buyer Credit Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. (as Agent, Arranger and Lender), supported by SACE and SIMEST of Italy) for an amount of Forty Million Euros (€40,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

1.4 Furthermore, Parliament at its Forty-Second Meeting held on Tuesday, 24th July, 2018, approved by resolution the Commercial Loan Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. (as Agent, Arrange and Lender) for an amount of Six Million Euros (€6,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

1.5 In all, Parliament approved an amount of €46,000,000.00 to finance the afore-mentioned project.

2.0 BACKGROUND INFORMATION

2.1 The Government of Ghana is committed to ensuring the provision of health infrastructure to enhance the quality of health service delivery, and also promote universal access to healthcare services in the country.

2.2 The policy thrust of the Ministry of Health under its Programme of work is to reduce inequities in access to healthcare, increase coverage quality and use of health services to achieve a healthier population.

2.3 Over the years, there has been a continuous increase in Out Patient Department (OPD) visits in all the regions of Ghana, without a corresponding increase in infrastructure. Currently, out of the 16 administrative regions or out of the 216 administrative districts, only 109 have district hospitals. This has led to congestion and pressure on most of the health facilities as they operate above their established thresholds. Thus, affecting the quality of health care delivery. It is in the light of these challenges that the need for appropriate infrastructure technology for constructing health faculties is of prime importance.

2.4 The vision of the health sector is to have a healthy population for national development with a mission to contribute to socio-economic development by promoting health and vitality through access to quality health for all people living in Ghana using well-motivated personnel.

2.5 The Government of Ghana, represented by the Ministry of Health, entered into a turnkey agreement with an Italian Company – Messrs Contracta Costruzioni Italia S.r.l Limited, to undertake infrastructure development of selected health facilities within the Health Sector. The project covers the expansion, retooling and equipping of the Tetteh Quarshie Memorial Hospital at Mampong Akwapim, Atibie Hospital, Kibi District Hospital and the Aburi Health Centre (Kom Presbyterian Clinic) all in the Eastern Region.

2.6 The project will address the shortfall in the provision of infrastructural facilities, such as biomedical equipment. It will also include dental, audiology, sterilization, laundry, dietetic, maternal/neonatal care, mortuary, emergency care services, electricity and water supply, and where possible, medical oxygen supply in selected hospitals.

3.0 OBJECTIVES

The goal is to have a healthy and productive population that reproduces itself safely to achieve the following objectives:

- Bridge the equity gaps in geographical access to health services;
- Ensure sustainable financing for health care delivery and financial protection for the poor;
- Improve efficiency in governance and management of the healthcare system;
- Improve quality of health care service delivery including mental health services ;
- Enhance national capacity for the attainment of the health related Sustainable Development Goals (SDGs), and sustain the gains; and
- Intensify prevention and control of non-communicable and other communicable diseases.

4.0. JUSTIFICATION FOR TAX EXEMPTION

4.1 Clause 7 of the Contract Agreement and Clause 12 of the Facility Agreement place the obligation for the payment of taxes, duties, fees and levies of items to be procured under the project on the Government of Ghana.

4.2 In the absence of such tax exemptions, the Government of Ghana would be required to provide funding to cover the tax liabilities for the project.

4.3 Accordingly, per Article 174(2) of the 1992 Constitution, the tax and duty liabilities in respect of equipment and materials to be imported for implementation of the project have to be submitted to Parliament for consideration.

5.0 TAX ASSESSMENT

The gross tax liability on the Master List of equipment and materials for the project as assessed by the Ghana Revenue Authority amounts to Seven million, seven hundred and eighty-eight thousand, one hundred and twelve Euros (€7,788,112). The Ministry of Finance has reviewed the gross

assessment downward (taking out the Inspection Fee of €224,179) to Seven Million, Five Hundred and Sixty-Three Thousand, Nine Hundred and Thirty-Two Euros (€7,563,932). This is equivalent to GH¢44,702,838.12 at the Bank of Ghana exchange rate of GH¢5.91 = €1.00 as of July 15, 2019.

TAX ASSESSMENT									
Description Of Goods	CIF (EURO)	I/ Duty	NHIL/ GFund 5%	Import VAT 12.5%	AU LEVY 0.2%	ECO LEVY 0.5%	EXIM 0.75%	SIL 2%	Total EURO
Material/ Equipment	22,417,921	2,539,627	1,200,238	3,150,624	44,836	112,090	168,134	348,384	7,563,932

6.0 CONCLUSION

Considering the anticipated benefits that the health sector stands to gain from the completion of this project and the immense socio-economic benefits to be derived, Parliament is respectfully requested to consider and approve the request for exemption from the payment of taxes, duties and levies on the core project materials and equipment amounting to the Cedi equivalent of €7,563,932.00.



KEN OFORI-ATTA
(MINISTER FOR FINANCE)

Attachment

- i. Cabinet approval of the Credit Facilities between GoG and Deutsche Bank;
- ii. Parliamentary approval of the Credit Facility between GoG and Deutsche Bank;
- iii. Parliamentary approval of the Commercial Loan Facility Agreement between GoG and Deutsche Bank S.p.A.;
- iv. Tax Assessment; and
- v. Cabinet Approval of Tax Waiver.

CONFIDENTIAL

In case of reply the number and date of this letter should be quoted.

My Ref. No OPCA.3/3/120718b

Your Ref. No.....



REPUBLIC OF GHANA



OFFICE OF THE PRESIDENT
P.O. BOX 1627
ACCRA
TEL: 0302-201000/2

12th July, 2018

A CREDIT FACILITY FROM DEUTSCHE BANK OF ITALY
OF TOTAL AMOUNT OF UP TO FORTY MILLION EUROS (EUR40,000,000.00)
FOR CONSTRUCTION, RETOOLING AND EQUIPPING OF
SELECTED FOUR (4) HEALTH FACILITIES IN GHANA

Cabinet at its Thirty-seventh meeting held on Thursday, 12th July, 2018 considered a report of the Cabinet Committee on Economic Matters on the above Memorandum jointly submitted by the Ministers for Health and Finance.

2. The Memorandum requested Cabinet to consider, approve and recommend to Parliament the following agreements:

- (i) The Commercial Contract Agreement in the amount of Forty million Euros (EUR40,000,000) between the Republic of Ghana, represented by the Ministry of Health, and Contracta Costruzioni Italia S.r.l. for the modernisation and equipping of selected health facilities in Ghana, including Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and Atibie Hospital;
- (ii) The SACE Export Facility Agreement of up to Forty million Euros (EUR40,000,000) between the Republic of Ghana, acting through the Ministry of Finance, and Deutsche Bank S.p.A (As the Agent, Arranger, and Lender); and
- (iii) The Commercial Facility Agreement of up to Six million Euros (EUR6,000,000) between the Republic of Ghana, acting through the Ministry of Finance, and Deutsche Bank S.p.A (As the Agent, Arranger, and Lender).

3. Cabinet approved the Memorandum and recommended same to Parliament for consideration.

4. I should be grateful if you could take requisite action on the decision by Cabinet.



MERCY DEBRAH-KARIKARI
SECRETARY TO THE CABINET

THE HON. MINISTER FOR FINANCE

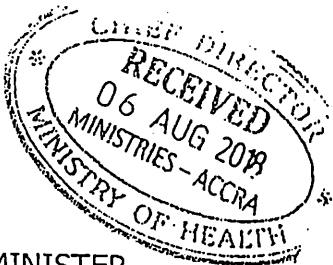
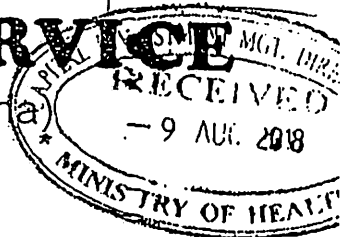
THE HON. MINISTER FOR HEALTH

cc: Chief of Staff
Secretary to the President
Secretary to the Vice President
Chairperson, Cabinet Committee on
Economic Matters
Hon. Minister for Parliamentary
Affairs

PARLIAMENT OF GHANA LIBRARY

PARLIAMENTARY SERVICE

Parliament House - Accra (Ghana)



My Ref. No. OP/T/R/0331
Your Ref.:

Telephone No. 0302 66-1184 (Allnes)
Fax No. 0302 665957

27th July 2018

In case of reply the number and date of this letter should be quoted

THE HON. MINISTER
MINISTRY OF FINANCE
ACCRA.

Hon. Minister,



BUYER CREDIT FACILITY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA AND DEUTSCHE BANK S.P.A. [AS AGENT, ARRANGER, AND LENDER] (SUPPORTED BY SACE AND SIMEST OF ITALY) FOR AN AMOUNT OF FORTY MILLION EUROS (€40,000,000.00) TO PART FINANCE THE MODERNISATION AND EQUIPPING OF THE TETTEH QUARSHIE MEMORIAL HOSPITAL, KIBI DISTRICT HOSPITAL, ABURI HOSPITAL AND THE ATIBIE HOSPITAL

Parliament at its Forty-Second Sitting of the Second Meeting held on Tuesday, 24th July 2018, approved by resolution the Buyer Credit Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. [as Agent, Arranger, and Lender] (supported by SACE and SIMEST of Italy) for an amount of Forty Million Euros (€40,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

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 the terms and conditions of a Buyer Credit Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. [as Agent, Arranger, and Lender]

(supported by SACE and SIMEST of Italy) for an amount of Forty Million Euros (€40,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

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 the Buyer Credit Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. [as Agent, Arranger, and Lender] (supported by SACE and SIMEST of Italy) for an amount of Forty Million Euros (€40,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

The Resolution is respectfully submitted for your appropriate action.

Yours sincerely,



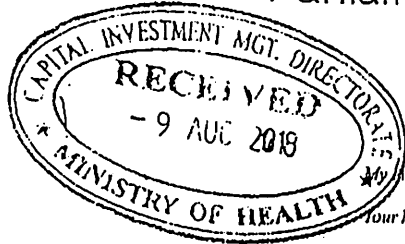
EMMANUEL ANYIMADU
Clerk to Parliament

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



PARLIAMENTARY SERVICE

Parliament House - Accra (Ghana)



Ref. No. OP/1/R/0332

Telephone No. 0302 654184 (4lines)
Fax No. 0302 665957

27th JULY 2018

In case of reply the number and date of this letter should be quoted

THE HON. MINISTER
MINISTRY OF FINANCE
ACCRA.

Hon. Minister,



COMMERCIAL LOAN FACILITY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA AND DEUTSCHE BANK S.P.A. [AS AGENT, ARRANGER, AND LENDER] FOR AN AMOUNT OF SIX MILLION EUROS (€6,000,000.00) TO PART FINANCE THE MODERNISATION AND EQUIPPING OF THE TETTEH QUARSHIE MEMORIAL HOSPITAL, KIBI DISTRICT HOSPITAL, ABURI HOSPITAL AND THE ATIBIE HOSPITAL

Parliament at its Forty-Second Sitting of the Second Meeting held on Tuesday, 24th July 2018, approved by resolution the Commercial Loan Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. [as Agent, Arranger, and Lender] for an amount of Six Million Euros (€6,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

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

WHEREAS

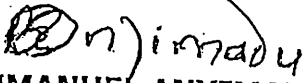
1. By the provisions of Article 181 of the Constitution and Sections 55 and 56 of the Public Financial Management Act, 2016 (Act 921), the terms and conditions of all government borrowings shall be laid before Parliament and shall not come into operation unless the terms and conditions are approved by 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 the terms and conditions of a Commercial Loan Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. [as Agent, Arranger, and Lender] for an amount of Six Million Euros (€6,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

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 the Commercial Loan Facility Agreement between the Government of the Republic of Ghana and Deutsche Bank S.p.A. [as Agent, Arranger, and Lender] for an amount of Six Million Euros (€6,000,000.00) to part finance the Modernisation and Equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and the Atibie Hospital.

The Resolution is respectfully submitted for your appropriate action.

Yours sincerely,


EMMANUEL ANYIMADU
Clerk to Parliament

Cc: Hon. Minister for Parliamentary Affairs.

Hon. Attorney-General and Minister for Justice.

Hon. Minister for Health

In case of reply the number and date of this letter should be quoted.

My Ref. No OPCA.3/3/240619

Your Ref. No.....



REPUBLIC OF GHANA

OFFICE OF THE PRESIDENT
P.O. BOX 1627
ACCRA
TEL: 0302-201000/2

CONFIDENTIAL

24th June, 2019

REQUEST FOR TAX AND DUTY WAIVER IN RESPECT OF THE MODERNISATION AND EQUIPPING OF THE TETTEH QUARSHIE MEMORIAL HOSPITAL, KIBI DISTRICT HOSPITAL, ABURI HOSPITAL AND ATIBIE HOSPITAL

Cabinet at its Fifty-sixth meeting held on Thursday, 20th June, 2019 considered a report of the Cabinet Committee on Economic Matters on the above Memorandum submitted by the Minister for Finance.

2. The Memorandum invited Cabinet to consider, approve and recommend to Parliament, the request for the waiver of taxes and duties amounting to the Cedi equivalent of Seven million, five hundred and sixty-three thousand, nine hundred and thirty-two Euros (EUR7,563,932) for materials and equipment to be procured under the "Modernisation and equipping of the Tetteh Quarshie Memorial Hospital, Kibi District Hospital, Aburi Hospital and Atibie Hospital project".

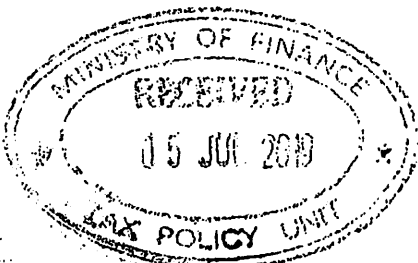
3. Cabinet approved the Memorandum for the consideration of Parliament.

4. I shall be grateful if you could take requisite action on the decision by Cabinet.

MERCY DEBRAH-KARIKARI
SECRETARY TO THE CABINET

THE HON. MINISTER FOR FINANCE

Cc: Chief of Staff
Secretary to the President
Secretary to the Vice President
Chairperson, Cabinet Committee on Economic Matters
Hon. Minister for Parliamentary Affairs



Confidential

Execution Copy]

Dated 31 December 2018

**The Republic of Ghana acting through the Ministry Of Finance
as Borrower**

**Deutsche Bank S.p.A.
as Arranger**

**Deutsche Bank S.p.A.
as Agent**

and

**Certain Financial Institutions
as Original Lenders**

relating to a

EURO 38,968,481.38 BUYER CREDIT FACILITY AGREEMENT

SUPPORTED BY SACE

NORTON ROSE FULBRIGHT

Contents

Clause	Page
1 Definitions and Interpretation	2
2 The Facility	24
3 Purpose	26
4 Conditions of Utilisation	26
5 Utilisation – Loans and SACE Premium	28
6 Repayment	33
7 Prepayment and Cancellation	33
8 Interest	39
9 Interest Periods	41
10 Changes to the Calculation of Interest	41
11 Fees	45
12 Tax Gross-Up and Indemnities	45
13 Increased Costs	51
14 Other Indemnities	53
15 Mitigation by the Lenders	54
16 Costs and Expenses	55
17 Representations	56
18 Information Undertakings	63
19 General Undertakings	66
20 Events of Default	71
21 Changes to the Lenders	77
22 Changes to the Borrower	82
23 Italian Authorities provisions	82
24 Role of the Agent and the Arranger	88
25 Conduct of Business by the Finance Parties	100
26 Sharing Among the Finance Parties	100
27 Payment Mechanics	102
28 Set-Off	105
29 Notices	105
30 Calculations and Certificates	108
31 Partial Invalidity	109
32 Remedies and Waivers	109
33 Amendments and Waivers	109
34 Confidentiality	110
35 Counterparts	115
36 English language version	115
37 Governing Law	115

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38 Enforcement.....115

Schedule 1 The Original Lenders.....119

Schedule 2 Conditions Precedent to Initial Utilisation.....120

Schedule 3 Form of Requests.....124

Schedule 4 Form of Transfer Certificate134

Schedule 5 Form of Assignment Agreement.....136

Schedule 6 LMA form of Confidentiality Undertaking.....139

Schedule 7 Prohibited Activities.....145

Schedule 8 Forms of SIMEST Exporter Declaration.....147

6 Repayment

6.1 Repayment of Loans

- (a) The Borrower shall repay the Loans made to it in full in nine (9) equal and consecutive semi-annual instalments during the Repayment Period (for the avoidance of doubt, commencing on the First Repayment Date) with each instalment due and payable on each respective Repayment Date. Each such repayment instalment shall be one ninth (1/9) of the Loans borrowed by the Borrower as at close of business in Milan on the last day of the Availability Period.
- (b) Without prejudice to paragraph (a) above, the Borrower shall ensure that the Loans made to it are repaid in full on or before the Final Maturity Date.
- (c) The Borrower may not re-borrow any part of the Facility which is repaid.

7 Prepayment and Cancellation

7.1 Illegality and Sanctions

- (a) If, in any applicable jurisdiction, it becomes unlawful for any Lender (otherwise than as a result of the application of a Sanction) to perform any of its obligations as contemplated by this Agreement or any other Finance Document or to fund or maintain its participation in any Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:
 - (i) that Lender shall promptly notify the Agent upon becoming aware of that event;
 - (ii) upon the Agent notifying the Borrower, the Commitment of that Lender will be immediately cancelled; and
 - (iii) the Borrower shall repay that Lender's participation in that Loan made to the Borrower on the last day of the Interest Period for that Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).
- (b) If in any applicable jurisdiction:
 - (i) it becomes unlawful for any Lender as result of the application of a Sanction to perform any of its obligations as contemplated by the Finance Documents or to fund its participation in any Loan or it becomes unlawful for an Affiliate of that Lender to do so; and/or

- (ii) it becomes unlawful for any Lender as result of the application of a Sanction to maintain its participation in any Loan or it becomes unlawful for an Affiliate of that Lender to do so,

then

that Lender shall promptly notify the Agent upon becoming aware of that event;

- (A) upon the Agent notifying the Borrower of an event under paragraph (i) above, (or the Borrower notifying the Agent, whichever comes first), all the commitments of that Lender will be immediately suspended and each such Lender shall act in accordance with clause 15 (*Mitigation by the Lenders*); to the extent no alternative arrangements have been agreed in accordance with clause 15 (*Mitigation by the Lenders*), within the shorter of (A) the grace period permitted under law and (B) a period of 15 Business Days from the date on which the Agent became aware of the event (or if the mitigation or grace period described above is not permissible under applicable Sanctions, immediately upon the Agent becoming aware of that event), each Lender may cancel, by notice to the Agent (which notice the Agent shall promptly send to the Borrower) its available commitments;
- (B) upon the Agent notifying the Borrower of an event under clause (ii) above (or the Borrower notifying the Agent, whichever comes first), each such Lender shall act in accordance with clause 15 (*Mitigation by the Lenders*) to the extent no alternative arrangements have been agreed in accordance with clause 15 (*Mitigation by the Lenders*), within the shorter of (A) the grace period permitted under law and (B) a period of 15 Business Days from the date on which the Agent became aware of the event (or if the mitigation or grace period described above is not permissible under applicable Sanctions, immediately upon the Agent becoming aware of that event) each Lender may require prepayment of its share of any Loan, in which case, that Lender's share of such Loan shall be prepaid on the earlier of:
 - (1) the last day of the current Interest Period; and
 - (2) the date specified by the relevant Lender in its notice to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Mandatory Prepayment – SACE Export Credit Facility Agreement

If at any time the Borrower has prepaid any loans under clause 7 of the SACE Export Credit Facility Agreement, the Borrower shall procure the prepayment of any Loan made under this Agreement on a pro rata basis.

7.3 Voluntary Cancellation

The Borrower may, if it gives the Agent not less than thirty (30) Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of euros five million (€5,000,000) or, if greater, integral multiples of euros five hundred thousand (€500,000)) of the Available Facility. Any cancellation under this clause 7.3 shall reduce the Commitments of the Lenders rateably.

7.4 Voluntary Prepayment of Loans

- (a) Subject to the approval of the Governmental Authorities, the Borrower may, if it gives the Agent not less than thirty (30) Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the amount of that Loan by a minimum amount of euros five million (€5,000,000) or, if greater, integral multiples of euros five hundred thousand (€500,000)).
- (b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).
- (c) Any prepayment under this clause 7.4 shall satisfy the obligations under clause 6.1 (*Repayment of Loans*) in inverse chronological order.

7.5 Right of Replacement or Repayment and Cancellation in Relation to a Single Lender

- (a) If:
 - (i) any sum payable to any Lender by the Borrower is required to be increased under paragraph (c) of clause 12.2 (*Tax Gross-Up*); or
 - (ii) any Lender claims indemnification from the Borrower under clause 12.3 (*Tax Indemnity*) or clause 13.1 (*Increased Costs*);

the Borrower may, subject to the approval of the Governmental Authorities and whilst (in the case of paragraphs (i) and (ii) above) the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Commitment of that Lender shall immediately be reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in that Loan.
- (d) The Borrower may, in the circumstances set out in paragraph (a) above, on fifteen (15) Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and to the extent permitted by law, that Lender shall) transfer pursuant to clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with clause 21 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.
- (e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
 - (i) the Borrower shall have no right to replace the Agent;
 - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
 - (iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

7.6 Restrictions

- 1
- (a) Any notice of cancellation or prepayment given by any Party under this clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
 - (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
 - (c) The Borrower may not re-borrow any part of the Facility which is prepaid.
 - (d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
 - (e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
 - (f) If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.
 - (g) If all or part of a Loan under the Facility is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.2 (*Further Conditions Precedent*)), an amount of the Commitments (equal to the amount of the Loans which are repaid or prepaid) in respect of the Facility will be deemed to be cancelled on the date of repayment or prepayment. Any cancellation under this paragraph (g) shall reduce the Commitments of the Lenders rateably under the Facility.

8 Interest

8.1 Calculation of Interest

The rate of interest on a Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) EURIBOR.

8.2 Payment of Interest

On the last day of each Interest Period the Borrower shall pay accrued interest on the Loan to which that Interest Period relates.

11 Fees

11.1 Commitment Fee

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee in euro computed at the rate of one per cent. (1%) per annum on that Lender's Available Commitment for the Availability Period.
- (b) The accrued commitment fee is payable in arrears on the last day of each successive period of six (6) Months which ends during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

11.2 Arrangement and Management Fee

The Borrower shall pay to the Agent (for the account of the Arranger) an arrangement and management fee in an amount and at the time agreed in a Fee Letter.

11.3 Structuring Fee

The Borrower shall pay to the Agent (for the account of the Arranger) a structuring fee in an amount and at the time agreed in a Fee Letter.

11.4 Prepayment Fee

The Borrower shall pay to the Agent (for the account of the Lenders) at the time all or any part of the Loan is prepaid pursuant to clause 7.5 (*Voluntary Prepayment of Loans*) a prepayment fee calculated as an amount equal to 30% of the Margin that would have been paid on the amount of the Loan prepaid from the date of such prepayment to the Final Maturity Date had such amount not been prepaid.

12 Tax Gross-Up and Indemnities

12.1 Definitions

- (a) In this Agreement:

Protected Party means a Finance Party and/or SACE which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

Tax Payment means either the increase in a payment made by the Borrower to a Finance Party under clause 12.2 (*Tax Gross-Up*) or a payment under clause 12.3 (*Tax Indemnity*).

- (b) Unless a contrary indication appears, in this clause 12 (*Tax Gross-Up and Indemnities*) a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

12.2 **Tax Gross-Up**

- (a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower.
- (c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.3 **Tax Indemnity**

- (a) The Borrower shall (within fifteen (15) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party;
or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under clause 12.2 (*Tax Gross Up*); or

(B) relates to a FATCA Deduction required to be made by a Party.

(c) A Protected Party making, or intending to make a claim under paragraph (a) above shall, as soon as reasonably practicable, notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.

(d) A Protected Party shall, on receiving a payment from the Borrower under this clause 12.3, notify the Agent.

12.4 Stamp Taxes

The Borrower shall:

- (a) pay or procure a waiver of all stamp duty, registration and other similar Taxes payable in respect of any Finance Document; and
- (b) within fifteen (15) Business Days of demand, indemnify each Finance Party against any cost, loss or liability (if any) that the Finance Party incurs in relation to any stamp duty, registration or other similar Tax paid or payable in respect of any Finance Document.

12.5 VAT

- (a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any

other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **VAT Supplier**) to any other Finance Party (the **VAT Recipient**) under a Finance Document, and any Party other than the VAT Recipient (the **Relevant Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the VAT Supplier (rather than being required to reimburse or indemnify the VAT Recipient in respect of that consideration):
- (i) (where the VAT Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the VAT Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The VAT Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the VAT Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the VAT Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the VAT Recipient, pay to the VAT Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.6 FATCA Information

- (a) Subject to paragraph (c) below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

- (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
- (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraphs (a)(ii) or (a)(iii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If the Borrower is a US Tax Obligor, or where the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten (10) Business Days of:
- (i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;

- (ii) where the Borrower is a US Tax Obligor on a Transfer Date and the relevant Lender is a New Lender, the relevant Transfer Date;
- (iii) the date a new US Tax Obligor accedes as a Borrower; or
- (iv) where the Borrower is not a US Tax Obligor, the date of a request from the Agent, supply to the Agent:

- (A) a withholding certificate on Form W 8 or Form W 9 (or any other relevant form); or
- (B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

- (f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.
- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.
- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation, or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f), or (g) above.

12.7 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

PARLIAMENT OF GHANA LIBRARY

In case of reply, the number and date of this letter should be quoted



THE COMMISSIONER
CUSTOMS DIVISION OF
GHANA REVENUE AUTHORITY
P. O. BOX 68
ACCRA

TEL: 233-302-666841-4
FAX: 233-302-660019

H/DUTY/6
OUR REF NO.....
YOUR REF:.....


27TH FEBRUARY, 2019

THE MINISTER,
MINISTRY OF FINANCE,
ACCRA.

RE: REQUEST FOR TAX ASSESSMENT IN RESPECT OF CONSTRUCTION, RETOOLING & EQUIPPING OF SELECTED 4 HEALTH FACILITIES (TETTEH QUARSHIE MEMORIAL HOSPITAL, KIBI DISTRICT HOSPITAL, ABURI HOSPITAL & ATIBIE HOSPITAL)

Reference is made to your letter no. RMERD/TPU/MOH/GRA/019 dated 22nd February, 2019 on the above subject.

I forward herewith the schedule of Assessment of Tax Liabilities totaling the Cedi equivalent of Seven Million, Seven Hundred and Eighty Eight Thousand, One Hundred and Twelve Euros (€7,788,112.00) being Project Equipment and Materials for the above Project to enable you request for Tax Exemption.


**GHANA REVENUE AUTHORITY
(CUSTOMS DIVISION)
P. O. BOX 68, ACCRA**
27/02/19
FOR COMMISSIONER
**(Y. BOAKYE AGYEMANG)
ASST COMMISSIONER**

TAX ASSESSMENT

IMPORTER: MINISTRY OF HEALTH/4 EASTERN REGIONAL HOSPITALS/CONTRACTA

Description of Items	Qty	CIF (EURO)	I/D Rate	Imp. Duty	Nhil/Gfund 5%	Imp. VAT 12.5%	AU Levy 0.2%	Eco. Levy 0.5%	EXIM Levy 0.75%	Insp Fee 1%	SIL 0%/2%	TOTAL (EURO)
Electrical materials	1000	1,008,687	20%	201737	60521	158868	2017	5043	7565	10087	0	445,840
Metallic profiles	1000	25,914	20%	5183	1555	4081	52	130	194	259	518	11,972
Power Lines	1	816,758	20%	163352	49006	128639	1634	4084	6126	8168	0	361,007
Medium tension substation	4	500,000	5%	25000	26250	68906	1000	2500	3750	5000	0	132,406
Generator from 80 KVA to 350KVA	4	126,978	5%	6349	6666	17499	254	635	952	1270	0	33,625
Power Generator 1000kVA	1	275,735	5%	13787	0	0	551	1379	2068	2757	0	20,542
Metallic window frames	1000	337,400	20%	67480	20244	53141	675	1687	2531	3374	6748	155,879
Finishings	2500	469,691	20%	93938	28181	73976	939	2348	3523	4697	9394	216,997
Equipment & Furniture for laboratory and a	500	459,253	20%	91851	27555	72332	919	2296	3444	4593	9185	212,175
Hospital Instruments & Equipments	2400	10,000,000	5%	500000	525000	1378125	20000	50000	75000	100000	200000	2,848,125
Illumination (Lighty poles)	30	91,196	20%	18239	5472	14363	182	456	684	912	1824	42,133
Optical wire	4000	399,075	5%	19954	20951	54998	798	1995	2993	3991	0	105,680
Metallic door frames	350	113,825	20%	22765	6830	17927	228	569	854	1138	2277	52,587
Steel beams & columns	1000	44,789	20%	8958	2687	7054	90	224	336	448	896	20,693
Plaster ceiling	10000	269,937	20%	53987	16196	42515	540	1350	2025	2699	5399	124,711
Iron rebars & frames	30000	300,602	20%	60120	18036	47345	601	1503	2255	3006	6012	138,878
Painting materials - painting buckets, sprays	15000	218,688	20%	43738	13121	34443	437	1093	1640	2187	4374	101,034
Plumbing	5000	200,055	20%	40011	12003	31509	400	1000	1500	2001	4001	92,425
Metallic handrail	200	89,835	20%	17967	5390	14149	180	449	674	898	1797	41,504
IBR roofing sheet	1	223,523	20%	44705	13411	35205	447	1118	1676	2235	4470	103,268
Elevators	2	100,000	5%	5000	0	0	200	500	750	1000	0	7,450
Sewage System Plant	4	450,000	5%	22500	0	0	900	2250	3375	4500	0	33,525

Air conditioner splits system	70	150,802	20%	30160	9048	23751	302	754	1131	1508	0	66,655
Fire fighting system (Alarm detection system)	4	240,000	5%	12000	12600	33075	480	1200	1800	2400	0	63,555
Electrical wire	7000	210,422	20%	42084	12625	33141	421	1052	1578	2104	0	93,006
Wood doors	200	67,635	20%	13527	4058	10653	135	338	507	676	1353	31,248
Mineral Fiber Lining	5000	168,985	20%	33797	10139	26615	338	845	1267	1690	3380	78,071
Glass	500	99,574	20%	19915	5974	15683	199	498	747	996	1991	46,003
IT and communication computers	200	47,682	5%	2384	2503	6571	95	238	358	477	0	12,627
Electric panels	150	188,002	5%	9400	9870	25909	376	940	1410	1880	0	49,785
Internal illumination	2000	92,562	20%	18512	5554	14579	185	463	694	926	1851	42,764
Sanitary ware accessories	250	23,841	20%	4768	1430	3755	48	119	179	238	477	11,014
Metallic doors	150	77,217	20%	15443	4633	12162	154	386	579	772	1544	35,674
Paints	15000	180,000	20%	36000	10800	28350	360	900	1350	1800	3600	83,160
Isolation material	2000	179,963	20%	35993	10798	28344	360	900	1350	1800	3599	83,143
Metallic screw, nuts and nails	30000	87,676	20%	17535	5261	13809	175	438	658	877	1754	40,506
Wood window frame	85	9,582	20%	1916	575	1509	19	48	72	96	192	4,427
Hydraulic materials	3500	160,739	5%	8037	8439	22152	321	804	1206	1607	0	42,566
Immersion pump skid	4	125,251	5%	6263	6576	17261	251	626	939	1253	0	33,168
Mechanical Ventilation equipment and Fans	150	92,357	5%	4618	4849	12728	185	462	693	924	0	24,457
Metallic frames & accessories	250	102,231	20%	20446	6134	16101	204	511	767	1022	2045	47,231
Aluminium window frames	150	28,181	20%	5636	1691	4439	56	141	211	282	564	13,020
Painting materials - painting brushes, buckets	300	1,399	20%	280	84	220	3	7	10	14	28	647
High resistance ceramic porcelain	5000	69,104	20%	13821	4146	10884	138	346	518	691	1382	31,926
Vynilic floor & skirting	13000	910,000	20%	182000	54600	143325	1820	4550	6825	9100	18200	420,420
Metallic forms	65	112,123	20%	22425	6727	17659	224	561	841	1121	2242	51,801
Copper pipes	5000	107,251	20%	21450	6435	16892	215	536	804	1073	2145	49,550
Atmospheric discharge protection system	4	53,607	20%	10721	3216	8443	107	268	402	536	1072	24,766

Iron pipes	2500	52,188	10%	5219	2870	7535	104	261	391	522	1044	17,946
Waterproofing materials	6850	103,601	20%	20720	6216	16317	207	518	777	1036	2072	47,864
Ceramic skirting	1000	17,967	20%	3593	1078	2830	36	90	135	180	359	8,301
Furniture - waiting chairs	200	42,367	20%	8473	2542	6673	85	212	318	424	847	19,573
Lights	5000	93,938	20%	18788	5636	14795	188	470	705	939	1879	43,399
Sanitary wares	400	44,056	20%	8811	2643	6939	88	220	330	441	881	20,354
Solar shadings	150	90,699	20%	18140	5442	14285	181	453	680	907	1814	41,903
Rain water lines	2000	86,104	20%	17221	5166	13561	172	431	646	861	1722	39,780
Monitor display signs	500	86,104	20%	17221	5166	13561	172	431	646	861	1722	39,780
PVC Tubes/Pipes	4000	78,937	20%	15787	4736	12433	158	395	592	789	1579	36,469
Tube, pipes, weld fittings	25000	65,757	20%	13151	3945	10357	132	329	493	658	1315	30,380
Fire Pumps skids	4	58,824	5%	2941	3088	8107	118	294	441	588	1176	16,754
Auxiliary structures	200	73,062	20%	14612	4384	11507	146	365	548	731	1461	33,754
Conduits	4500	71,393	20%	14279	4284	11244	143	357	535	714	1428	32,984
Solar panels	100	69,327	0%	0	0	0	139	347	520	693	0	1,699
Metallic mesh	18000	67,635	20%	13527	4058	10653	135	338	507	676	1353	31,248
Epoxi materials	32689	64,944	20%	12989	3897	10229	130	325	487	649	1299	30,004
Metallic Cupboards/Wardrobe	750	60,477	20%	12095	3629	9525	121	302	454	605	1210	27,941
Mock ups (stall finishes)	3294	59,183	20%	11837	3551	9321	118	296	444	592	1184	27,343
Dual flush toilets	200	23,668	20%	4734	1420	3728	47	118	178	237	473	10,935
Epoxi grout	10000	58,289	20%	11658	3497	9181	117	291	437	583	1166	26,930
Flush toilets	200	21,146	20%	4229	1269	3330	42	106	159	211	423	9,769
Wood frames	500	56,320	20%	11264	3379	8870	113	282	422	563	1126	26,020
Sinks for buildings	500	51,396	20%	10279	3084	8095	103	257	385	514	1028	23,745
Wash basin	500	51,396	20%	10279	3084	8095	103	257	385	514	1028	23,745
PPE - Personal protective equipment	750	50,065	20%	10013	3004	7885	100	250	375	501	1001	23,130

Metallic solar shadings	150	45,349	20%	9070	2721	7143	91	227	340	453	907	20,951
Plasterboards	3500	37,791	20%	7558	2267	5952	76	189	283	378	756	17,460
Ceiling, partition & steel frame	2000	36,554	20%	7311	2193	5757	73	183	274	366	731	16,888
Bathroom partitions	500	9,129	20%	1826	548	1438	18	46	68	91	183	4,218
Aluminium door frames	300	33,818	20%	6764	2029	5326	68	169	254	338	676	15,624
Granite counter tops	50	2,228	20%	446	134	351	4	11	17	22	45	1,029
Switches	5000	31,939	20%	6388	1916	5030	64	160	240	319	639	14,756
Steel Achor Bolts	7500	30,331	20%	6066	1820	4777	61	152	227	303	607	14,013
Sockets	5000	29,497	20%	5899	1770	4646	59	147	221	295	590	13,627
IT equipment	10	25,914	10%	2591	1425	3741	52	130	194	259	518	8,911
Hinges	5000	24,942	20%	4988	1497	3928	50	125	187	249	499	11,523
Bathroom accessories	1250	24,834	20%	4967	1490	3911	50	124	186	248	497	11,473
Uniform & safety equipment	500	24,314	20%	4863	1459	3829	49	122	182	243	486	11,233
Uniform & safety material	500	24,314	20%	4863	1459	3829	49	122	182	243	486	11,233
Job site hoarding (metal fencing)	1000	6,888	20%	1378	413	1085	14	34	52	69	138	3,182
Mirrors	40	5,105	20%	1021	306	804	10	26	38	51	102	2,359
Pregalvanized steel mesh	5000	10,936	20%	2187	656	1722	22	55	82	109	219	5,052
Ceramic grout	250	4,458	20%	892	267	702	9	22	33	45	89	2,060
Aluminium materials	1000	15,692	20%	3138	942	2472	31	78	118	157	314	7,250
PVC guardrail	1000	33,818	20%	6764	2029	5326	68	169	254	338	676	15,624
Refrigerated cabinets	3	10,484	20%	2097	629	1651	21	52	79	105	210	4,843
Electric Salamander	3	9,587	20%	1917	575	1510	19	48	72	96	192	4,429
Sewer collection structure	350	9,542	20%	1908	573	1503	19	48	72	95	191	4,408
Tile adhesive	8000	9,285	20%	1857	557	1462	19	46	70	93	186	4,290
Carton tubes	350	8,169	20%	1634	490	1287	16	41	61	82	163	3,774
Support for Utensils	50	8,072	20%	1614	484	1271	16	40	61	81	161	3,729

Guillotine oven (Lastro)	3	7,891	5%	395	0	0	16	39	59	79	0	588
Backer rod	5830	6,867	20%	1373	412	1082	14	34	52	69	137	3,173
Pedestrian turnstile	20	6,809	20%	1362	409	1072	14	34	51	68	136	3,146
PU sealant	1200	6,592	20%	1318	396	1038	13	33	49	66	132	3,046
Quick cooler	3	6,287	20%	1257	377	990	13	31	47	63	126	2,904
Showers	100	6,003	20%	1201	360	946	12	30	45	60	120	2,774
Shelves	35	5,714	20%	1143	343	900	11	29	43	57	114	2,640
Peeler	20	5,246	20%	1049	315	826	10	26	39	52	105	2,423
Cutter	20	5,246	20%	1049	315	826	10	26	39	52	105	2,423
Metallic benches	20	18,788	20%	3758	1127	2959	38	94	141	188	376	8,680
Pass Through	4	6,087	20%	1217	365	959	12	30	46	61	122	2,812
Flat grill	4	6,012	20%	1202	361	947	12	30	45	60	120	2,778
Grill	4	3,514	20%	703	211	553	7	18	26	35	70	1,623
Sinks for campsite	25	4,388	20%	878	263	691	9	22	33	44	88	2,027
Trolley for kitchen	20	4,354	10%	435	239	629	9	22	33	44	87	1,497
Kitchen counter with bowl	20	4,326	20%	865	260	681	9	22	32	43	87	1,999
Stainless steel countertops	10	4,047	20%	809	243	637	8	20	30	40	81	1,870
Industrial oven	4	7,615	5%	381	0	0	15	38	57	76	0	567
Refrigerator	16	11,421	20%	2284	685	1799	23	57	86	114	0	5,048
Wooden benches	20	12,776	20%	2555	767	2012	26	64	96	128	256	5,902
Freezers	16	9,819	20%	1964	589	1546	20	49	74	98	0	4,340
Water treatment Plant	4	157	5%	8	0	0	0	1	1	2	0	12
Petroleum Lubricants	16000	48,000	10%	4800	2640	6930	96	240	360	480	960	16,506
TOTAL		22,417,921		2539627	1200238	3150624	44836	112090	168134	224179	348384	7,788,112

CERTIFICATE

TOTAL TAX LIABILITY=7,788,112EUROS

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

Signature:.....

.....

Importer/Agent's Name & Designation:.....

For Official Use

Assessment rechecked and found correct and complete.

.....25-02-2019.....

Date

Signature: 

Officer's Name & Rank:- GIDEON GLEY
(REV. OFFICER)

TAX ASSESSMENT

IMPORTER: MINISTRY OF HEALTH/4 EASTERN REGIONAL HOSPITALS/CONTRACTA

Description of Items	Qty	CIF (EURO)	I/D Rate	Imp. Duty	Nhil/Gfund 5%	Imp. VAT 12.5%	AU Levy 0.2%	Eco. Levy 0.5%	EXIM Levy 0.75%	SIL 0%/2%	TOTAL (EURO)
Electrical materials	1000	1,008,687	20%	201737	60521	158868	2017	5043	7565	0	435,753
Metallic profiles	1000	25,914	20%	5183	1555	4081	52	130	194	518	11,713
Power Lines	1	816,758	20%	163352	49006	128639	1634	4084	6126	0	352,840
Medium tension substation	4	500,000	5%	25000	26250	68906	1000	2500	3750	0	127,406
Generator from 80 KVA to 350KVA	4	126,978	5%	6349	6666	17499	254	635	952	0	32,356
Power Generator 1000kVA	1	275,735	5%	13787	0	0	551	1379	2068	0	17,785
Metallic window frames	1000	337,400	20%	67480	20244	53141	675	1687	2531	6748	152,505
Finishings	2500	469,691	20%	93938	28181	73976	939	2348	3523	9394	212,300
Equip. & Furniture for lab. & Admin. Bldg.	500	459,253	20%	91851	27555	72332	919	2296	3444	9185	207,582
Hospital Instruments & Equipments	2400	10,000,000	5%	500000	525000	1378125	20000	50000	75000	200000	2,748,125
Illumination (Lighty poles)	30	91,196	20%	18239	5472	14363	182	456	684	1824	41,221
Optical wire	4000	399,075	5%	19954	20951	54998	798	1995	2993	0	101,689
Metallic door frames	350	113,825	20%	22765	6830	17927	228	569	854	2277	51,449
Steel beams & columns	1000	44,789	20%	8958	2687	7054	90	224	336	896	20,245
Plaster ceiling	10000	269,937	20%	53987	16196	42515	540	1350	2025	5399	122,012
Iron rebars & frames	30000	300,602	20%	60120	18036	47345	601	1503	2255	6012	135,872
Painting materials - painting buckets, sprays etc.	15000	218,688	20%	43738	13121	34443	437	1093	1640	4374	98,847
Plumbing	5000	200,055	20%	40011	12003	31509	400	1000	1500	4001	90,425
Metallic handrail	200	89,835	20%	17967	5390	14149	180	449	674	1797	40,605
IBR roofing sheet	1	223,523	20%	44705	13411	35205	447	1118	1676	4470	101,032
Elevators	2	100,000	5%	5000	0	0	200	500	750	0	6,450
Sewage System Plant	4	450,000	5%	22500	0	0	900	2250	3375	0	29,025
Air conditioner splits system	70	150,802	20%	30160	9048	23751	302	754	1131	0	65,147

Fire fighting system (Alarm detection system)	4	240,000	5%	12000	12600	33075	480	1200	1800	0	61,155
Electrical wire	7000	210,422	20%	42084	12625	33141	421	1052	1578	0	90,902
Wood doors	200	67,635	20%	13527	4058	10653	135	338	507	1353	30,571
Mineral Fiber Lining	5000	168,985	20%	33797	10139	26615	338	845	1267	3380	76,381
Glass	500	99,574	20%	19915	5974	15683	199	498	747	1991	45,008
IT and communication computers	200	47,682	5%	2384	2503	6571	95	238	358	0	12,150
Electric panels	150	188,002	5%	9400	9870	25909	376	940	1410	0	47,905
Internal illumination	2000	92,562	20%	18512	5554	14579	185	463	694	1851	41,838
Sanitary ware accessories	250	23,841	20%	4768	1430	3755	48	119	179	477	10,776
Metallic doors	150	77,217	20%	15443	4633	12162	154	386	579	1544	34,902
Paints	15000	180,000	20%	36000	10800	28350	360	900	1350	3600	81,360
Isolation material	2000	179,963	20%	35993	10798	28344	360	900	1350	3599	81,343
Metallic screw, nuts and nails	30000	87,676	20%	17535	5261	13809	175	438	658	1754	39,629
Wood window frame	85	9,582	20%	1916	575	1509	19	48	72	192	4,331
Hydraulic materials	3500	160,739	5%	8037	8439	22152	321	804	1206	0	40,958
Immersion pump skid	4	125,251	5%	6263	6576	17261	251	626	939	0	31,915
Mechanical Ventilation equipment and Fans	150	92,357	5%	4618	4849	12728	185	462	693	0	23,534
Metallic frames & accessories	250	102,231	20%	20446	6134	16101	204	511	767	2045	46,208
Aluminium window frames	150	28,181	20%	5636	1691	4439	56	141	211	564	12,738
Painting materials - painting brushes etc.	300	1,399	20%	280	84	220	3	7	10	28	633
High resistance ceramic porcelain	5000	69,104	20%	13821	4146	10884	138	346	518	1382	31,235
Vynilic floor & skirting	13000	910,000	20%	182000	54600	143325	1820	4550	6825	18200	411,320
Metallic forms	65	112,123	20%	22425	6727	17659	224	561	841	2242	50,679
Copper pipes	5000	107,251	20%	21450	6435	16892	215	536	804	2145	48,478
Atmospheric discharge protection system	4	53,607	20%	10721	3216	8443	107	268	402	1072	24,230
Iron pipes	2500	52,188	10%	5219	2870	7535	104	261	391	1044	17,424
Waterproofing materials	6850	103,601	20%	20720	6216	16317	207	518	777	2072	46,828

Ceramic skirting	1000	17,967	20%	3593	1078	2830	36	90	135	359	8,121
Furniture - waiting chairs	200	42,367	20%	8473	2542	6673	85	212	318	847	19,150
Lights	5000	93,938	20%	18788	5636	14795	188	470	705	1879	42,460
Sanitary wares	400	44,056	20%	8811	2643	6939	88	220	330	881	19,913
Solar shadings	150	90,699	20%	18140	5442	14285	181	453	680	1814	40,996
Rain water lines	2000	86,104	20%	17221	5166	13561	172	431	646	1722	38,919
Monitor display signs	500	86,104	20%	17221	5166	13561	172	431	646	1722	38,919
PVC Tubes/Pipes	4000	78,937	20%	15787	4736	12433	158	395	592	1579	35,680
Tube, pipes, weld fittings	25000	65,757	20%	13151	3945	10357	132	329	493	1315	29,722
Fire Pumps skids	4	58,824	5%	2941	3088	8107	118	294	441	1176	16,165
Auxiliary structures	200	73,062	20%	14612	4384	11507	146	365	548	1461	33,024
Conduits	4500	71,393	20%	14279	4284	11244	143	357	535	1428	32,270
Solar panels	100	69,327	0%	0	0	0	139	347	520	0	1,005
Metallic mesh	18000	67,635	20%	13527	4058	10653	135	338	507	1353	30,571
Epoxi materials	32689	64,944	20%	12989	3897	10229	130	325	487	1299	29,355
Metallic Cupboards/Wardrobe	750	60,477	20%	12095	3629	9525	121	302	454	1210	27,336
Mock ups (stall finishes)	3294	59,183	20%	11837	3551	9321	118	296	444	1184	26,751
Dual flush toilets	200	23,668	20%	4734	1420	3728	47	118	178	473	10,698
Epoxi grout	10000	58,289	20%	11658	3497	9181	117	291	437	1166	26,347
Flush toilets	200	21,146	20%	4229	1269	3330	42	106	159	423	9,558
Wood frames	500	56,320	20%	11264	3379	8870	113	282	422	1126	25,457
Sinks for buildings	500	51,396	20%	10279	3084	8095	103	257	385	1028	23,231
Wash basin	500	51,396	20%	10279	3084	8095	103	257	385	1028	23,231
PPE - Personal protective equipment	750	50,065	20%	10013	3004	7885	100	250	375	1001	22,629
Metallic solar shadings	150	45,349	20%	9070	2721	7143	91	227	340	907	20,498
Plasterboards	3500	37,791	20%	7558	2267	5952	76	189	283	756	17,082
Ceiling, partition & steel frame	2000	36,554	20%	7311	2193	5757	73	183	274	731	16,523

Bathroom partitions	500	9,129	20%	1826	548	1438	18	46	68	183	4,126
Aluminium door frames	300	33,818	20%	6764	2029	5326	68	169	254	676	15,286
Granite counter tops	50	2,228	20%	446	134	351	4	11	17	45	1,007
Switches	5000	31,939	20%	6388	1916	5030	64	160	240	639	14,436
Steel Achor Bolts	7500	30,331	20%	6066	1820	4777	61	152	227	607	13,710
Sockets	5000	29,497	20%	5899	1770	4646	59	147	221	590	13,332
IT equipment	10	25,914	10%	2591	1425	3741	52	130	194	518	8,652
Hinges	5000	24,942	20%	4988	1497	3928	50	125	187	499	11,274
Bathroom accessories	1250	24,834	20%	4967	1490	3911	50	124	186	497	11,225
Uniform & safety equipment	500	24,314	20%	4863	1459	3829	49	122	182	486	10,990
Uniform & safety material	500	24,314	20%	4863	1459	3829	49	122	182	486	10,990
Job site hoarding (metal fencing)	1000	6,888	20%	1378	413	1085	14	34	52	138	3,114
Mirrors	40	5,105	20%	1021	306	804	10	26	38	102	2,308
Pregalvanized steel mesh	5000	10,936	20%	2187	656	1722	22	55	82	219	4,943
Ceramic grout	250	4,458	20%	892	267	702	9	22	33	89	2,015
Aluminium materials	1000	15,692	20%	3138	942	2472	31	78	118	314	7,093
PVC guardrail	1000	33,818	20%	6764	2029	5326	68	169	254	676	15,286
Refrigerated cabinets	3	10,484	20%	2097	629	1651	21	52	79	210	4,739
Electric Salamander	3	9,587	20%	1917	575	1510	19	48	72	192	4,333
Sewer collection structure	350	9,542	20%	1908	573	1503	19	48	72	191	4,313
Tile adhesive	8000	9,285	20%	1857	557	1462	19	46	70	186	4,197
Carton tubes	350	8,169	20%	1634	490	1287	16	41	61	163	3,693
Support for Utensils	50	8,072	20%	1614	484	1271	16	40	61	161	3,649
Guillotine oven (Lastro)	3	7,891	5%	395	0	0	16	39	59	0	509
Backer rod	5830	6,867	20%	1373	412	1082	14	34	52	137	3,104
Pedestrian turnstile	20	6,809	20%	1362	409	1072	14	34	51	136	3,078
PU sealant	1200	6,592	20%	1318	396	1038	13	33	49	132	2,980

Quick cooler	3	6,287	20%	1257	377	990	13	31	47	126	2,842
Showers	100	6,003	20%	1201	360	946	12	30	45	120	2,714
Shelves	35	5,714	20%	1143	343	900	11	29	43	114	2,583
Peeler	20	5,246	20%	1049	315	826	10	26	39	105	2,371
Cutter	20	5,246	20%	1049	315	826	10	26	39	105	2,371
Metallic benches	20	18,788	20%	3758	1127	2959	38	94	141	376	8,492
Pass Through	4	6,087	20%	1217	365	959	12	30	46	122	2,751
Flat grill	4	6,012	20%	1202	361	947	12	30	45	120	2,717
Grill	4	3,514	20%	703	211	553	7	18	26	70	1,588
Sinks for campsite	25	4,388	20%	878	263	691	9	22	33	88	1,983
Trolley for kitchen	20	4,354	10%	435	239	629	9	22	33	87	1,454
Kitchen counter with bowl	20	4,326	20%	865	260	681	9	22	32	87	1,956
Stainless steel countertops	10	4,047	20%	809	243	637	8	20	30	81	1,829
Industrial oven	4	7,615	5%	381	0	0	15	38	57	0	491
Refrigerator	16	11,421	20%	2284	685	1799	23	57	86	0	4,934
Wooden benches	20	12,776	20%	2555	767	2012	26	64	96	256	5,775
Freezers	16	9,819	20%	1964	589	1546	20	49	74	0	4,242
Water treatment Plant	4	157	5%	8	0	0	0	1	1	0	10
Petroleum Lubricants	16000	48,000	10%	4800	2640	6930	96	240	360	960	16,026
TOTAL		22,417,921		2539627	1200238	3150624	44836	112090	168134	348384	7,563,932

PARLIAMENT OF GUYANA LIBRARY