

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE REGIONAL AFRICA AND THE MIDDLE EAST: LOBITO CORRIDOR ELECTRIFICATION PROJECT

Submission Deadline: **11:59PM MAURITIUS & 3:59PM EASTERN DAYLIGHT TIME
EASTERN & LOCAL TIME
FRIDAY, OCTOBER 26, 2026**

Submission Place: group.procurement@anzana.com

Electronic proposals shall be clearly marked and received prior to the time and date specified above. Proposals received after said time and date shall not be accepted.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$3,000,000 to Anzana Electric Group Limited (the “Grantee”) in accordance with a grant agreement dated September 22, 2026 (the “Grant Agreement”). The grant would fund a feasibility study (the “Feasibility Study”) to assist the Grantee in increasing hydropower generation capacity and improving electricity distribution networks to support critical mining operations within the Lobito Corridor areas (the “Project”) of the Democratic Republic of the Congo and the Republic of Zambia (the “Host Countries” and each a “Host Country”). The Grant Agreement is attached as Appendix 3 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

The Copperbelt region is a mineral-rich region that straddles the DRC and Zambia, including the provinces of Lualaba and Haut-Katanga in the DRC and Zambia’s Copperbelt and North-Western provinces. The DRC accounts for around 70 percent of global cobalt production and more than 12 percent of global copper production, while Zambia adds another 3 percent of global copper production. Metals and minerals production are central to the economies of the DRC and Zambia. Extractives industries, predominantly copper and cobalt exports, account for 99 percent of the DRC’s total exports and 81 percent of Zambia’s total exports. Mining production is expanding, especially in Zambia, where the government aims to boost copper production from 783,000 tons in 2024 to 3 million tons by 2031.

The Lobito Corridor is a G7-supported project in Africa designed to connect the Copperbelt to the Port of Lobito in Angola via multiple logistics and rail investments, enabling more direct transport of copper, cobalt, and other minerals to U.S. and European markets. There is significant U.S. government investment in the Lobito Corridor, including several USTDA projects that support energy, digital, and critical minerals infrastructure. These investments are intended to boost transportation capacity, improve transit times, and reduce the cost of transporting critical minerals by up to 30 percent.

Despite significant investment in critical minerals mining facilities, processing, and logistics in the Lobito Corridor and Copperbelt region, reliable energy access remains a key hurdle. Mines in the DRC in Lualaba Province currently aim to power their operations through hydropower via the existing Inga-Kolwezi high-voltage direct-current transmission line, but this line is constrained and at its practical operational limit. Mining companies therefore rely on diesel generators, which are subject to fuel price vulnerabilities. Latest reporting indicates that these companies are facing tripled diesel prices since the first closure of Strait of Hormuz in March 2026. As a longer-term solution, mining companies are now looking to directly offtake power from distributed generation assets like the hydropower sites the Grantee is developing across the region.

Most of the available electricity in the Copperbelt region is already consumed by mining activities, leaving households and local businesses underserved. In the DRC, roughly 22 percent of the population has access to electricity, despite the country having one of the world’s largest hydropower endowments. In Zambia, 54 percent of residents have access to the national power

grid. The Government of Zambia set a goal to achieve universal electricity access by 2030, by bringing online additional hydropower, thermal, and solar capacity by developing a more competitive landscape for independent power producers (“IPPs”).

The Grantee is developing this Project with the aim to improve power reliability and access for critical mining and industrial operations as well as a population of over three million people in the Lualaba Province in southeastern DRC and the North-Western province of Zambia. The Project includes the rehabilitation of brownfield hydropower assets; development of new hydropower generation assets; and the upgrade and expansion of electricity distribution networks to support critical mining operations. The Project is progressing along two parallel but differentiated tracks in the DRC and Zambia. The Grantee seeks to advance both together to ensure consistent standards are set on both sides of the border for possible future interconnectivity of the grids. Grantee resources are being applied to each project simultaneously, subject to the different paces and processes of the respective governments. The Feasibility Study would help advance the Project to a bankable stage.

Portions of a background Desk Study are provided for reference in Appendix 2.

1.2 OBJECTIVE

The Grantee requests USTDA assistance to fund project preparation activities for the Project in both the DRC and Zambia. Given the different stages of development and requirements of the Project in each country, study tasks are tailored to each market as needed. This complex approach will advance the Project towards a bankable stage in both markets but will require comprehensive planning to ensure successful execution. For both markets it will include an electrification expansion plan, U.S. sources of supply, stakeholder workshops, drafting legal documentation, and a business plan. In the DRC specifically, it would also include assessment of the existing electric distribution system, mining energy demand forecasts, new generation rehabilitation plans, and a Strategic Environmental and Social Assessment. In Zambia specifically, the study will develop EPC tender documents, economic and financial analysis, an Environmental and Social Management Framework, and 5 project-level full ESIA's.

The Terms of Reference (TOR) for this Feasibility Study are included as Annex 1 to the Grant Agreement, attached as Appendix 3 to this RFP.

1.3 PROPOSALS TO BE SUBMITTED

The Grantee is soliciting technical proposals from which it will select a qualified U.S. firm to perform the Feasibility Study. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$3,000,000. The USTDA grant of US\$3,000,000 is a fixed amount. Accordingly, cost will not be a factor in the evaluation and therefore, cost proposals should not be submitted. Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$3,000,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are contained in Annex II of the Grant Agreement, attached as Appendix 3 to this RFP. In no event will the amount contributed by USTDA for the Feasibility Study exceed the amount of the Grant Funds. Payment to the Contractor selected will be made directly by USTDA on behalf of the Grantee with the Grant Funds provided under this Grant Agreement.

A draft USTDA model contract is provided separately in Appendix 6 to this RFP for the Offeror's review. It is not a final binding contracts and Offerors shall review the model and submit a contract acceptance statement as requested in section 3.

Appendix 4 contains the Reference Task Values (as defined in Appendix 4) that would be utilized by USTDA in the event of an amendment to or termination of the contract. In the event that (i) the Contract Parties amend the Terms of Reference in accordance with the terms and provisions of the contract, the Reference Task Values may be subject to reasonable and appropriate adjustments to reflect the change in value of one or more Tasks thereunder, subject to USTDA written approval, and in the event that (ii) the Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, or work under the Contract and/or Activity is otherwise not fully completed, USTDA may utilize the Reference Task Values to estimate the value of the work performed by the Contractor under the Terms of Reference prior to such termination or other date as specified by USTDA. To be clear, the Contractor is not required to adhere to these Reference Task Values in completing the work and does not need to seek approval from USTDA for deviations in estimated or actual costs. These Reference Task Values are provided simply because USTDA may refer to them in the event of either of the two (2) circumstances noted above.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Regional Africa and the Middle East: Lobito Corridor Electrification Project Feasibility Study.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including a qualification statement and Know Your Supplier (KYS) Assessment.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal, and which may or may not be successful in being awarded this procurement.

2.3 DESK STUDY REPORT

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. Portions of the report are attached at Appendix 2 for background information only. Please note that the final and authoritative TOR referenced in the report are included as Annex I to the Grant Agreement, attached as Appendix 3 to this RFP.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspections and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above-mentioned examinations and investigations and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$3,000,000.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 30 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in the Grant Agreement in Appendix 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English. However, the Grantee may request certain contractual documents, reports, deliverables or other outputs relating to activities in the French-speaking country to be provided in both English and French.

Unless otherwise expressly stated in the Contract, the English-language version shall prevail.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

2.13.1 Intention to participate

Prospective Offerors are encouraged, to confirm their intention to submit a proposal by email to group.procurement@anzana.com by October 2nd, 2026.

The email subject line should read: **Intention to Participate – Regional AME: Lobito Corridor Electrification Project Feasibility Study (Activity No. 2026-11011A)**

This confirmation is requested for administrative and communication purposes only, does not bind the Offeror to submit a proposal, and failure to provide such confirmation shall not affect the Offeror's eligibility to participate in this RFP.

2.13.2 Instruction for Submission

Proposals shall be submitted exclusively in electronic form (in English, PDF files preferred), via an appropriate file transfer system to group.procurement@anzana.com no later than 11:59PM (local time in Mauritius) on October 26th, 2026.

2.13 INDICATIVE PROCUREMENT TIMELINE

The procurement process is expected to follow the indicative timetable set out below:

Milestones	Indicative deadline or duration
RFP publication date	25th September 2026
Intention to participate confirmation	02nd October 2026
Deadline for submitting request for clarification	19th October 2026
Proposal submission deadline	26th October 2026
Evaluation of proposal	09th November 2026
Submission of the selected Offerors to USTDA For review and approval.	10th November 2026

2.14 LABELING

Proposals submitted electronically must be clearly labeled, including the contact's name and the name of the project. The submission must be logically structured and include a clear index, consistent file naming and appropriately organized folders to facilitate easy identification, review and navigation of the different documents.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for One Hundred and Twenty (120) days from the submission deadline. , and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS AND KNOW YOUR SUPPLIERS (KYS)

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

Offerors shall also comply with the Grantee's Know Your Supplier (KYS) requirements and provide all requested documentation, as set out in the Appendix 7.

The Grantee reserves the right to independently verify all information provided, request additional documentation or clarifications, and conduct integrity, sanctions, debarment, conflict-of-interest checks. Failure to provide complete and accurate information may result in the rejection of the proposal.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex II of the Grant Agreement, attached as Appendix 3 to this RFP. The successful Offeror shall cause appropriate provisions of its contract, including USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA. By submitting a proposal, the Offeror understands and agrees that (i) the Terms of Reference in Annex I to the Grant Agreement (included herein in Appendix 3) must be completed as written; (2) the Offeror is responsible for completing the Terms of Reference as written; and (3) the Offeror has the capacity to fully complete the Terms of Reference. Per the terms of the contract, any modifications to the Terms of Reference are only valid if both the Grantee and USTDA pre-approve the changes in writing.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each deliverable and associated invoice, the Grantee will forward the invoice to USTDA. Upon receipt of a valid, Grantee-approved invoice, USTDA shall make its disbursement of the grant funds directly to the U.S. firm in the United States. USTDA's receipt and processing of the invoice does not constitute approval, validation or endorsement by USTDA of the deliverable(s). Payment by USTDA also does not constitute approval or endorsement of the quality of work performed by the Contractor or Subcontractors, or confirmation or agreement by USTDA that the work was performed in accordance with the terms and conditions of the contract, the Terms of Reference for the Feasibility Study or the USTDA Mandatory Contract Clauses. USTDA reserves the right to audit the books, records, and other documentation for the Feasibility Study as described in USTDA's Mandatory Contract Clauses to the Contract. USTDA may require additional information, such as deliverables, before remitting payment. The last payment shall not be disbursed until the Final Report is approved by the Grantee and USTDA. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses, Annex II of the Grant Agreement, attached as Appendix 3 to this RFP.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to ensure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered, and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is not required because the amount for the contract has been established by a USTDA grant of US\$3,000,000, which is a fixed amount.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Organizational Structure, Management Plan and Key Personnel,
- Technical Approach and Work Plan, and
- Experience
- Contract acceptance statement .

The complete proposal should be no longer than **twenty (20) pages in total**, including Transmittal Letter and Cover/Title Page. Detailed requirements and directions for the preparation of the proposal are presented below.

Supporting information may be submitted in annexes where required or deemed necessary. However, all information necessary to demonstrate compliance with the requirements and to support the evaluation of the Proposal must be included within the twenty-page limit. The Grantee reserves the right, at its sole discretion, to determine whether supporting information contained in annexes will be considered during the evaluation process.

Document submitted solely to demonstrate the Offeror's qualifications or to satisfy the Grantee's Know Your Supplier (KYS) requirements shall not be counted toward the twenty-page limit, these documents must be clearly identified and submitted separately from the main Proposal.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than one (1) page.

3.2 FIRM BACKGROUND INFORMATION

The Offeror shall provide background information on the U.S. firm and any subcontractors, which may include company name, type of business structure, ownership/management team, location, company history, mission statement, products and services offered, objectives and a vision statement.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT PLAN, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, relevant language skills, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A workforce schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the “Work Plan”). Discuss the Offeror’s methodology for completing the project requirements. Include a brief narrative of the Offeror’s methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any workspace or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar

information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable projects, or assignments similar in nature, scope, scale and complexity to the project. References must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

3.6 CONTRACT ACCEPTANCE STATEMENT

The offeror shall review the draft USTDA model contract provided in the Appendix 6 and submit a signed Contract Acceptance Statement confirming its acceptance of the proposed framework, including the USTDA Mandatory Contract clause,

In case the Offeror cannot confirm full acceptance, the model provided, the statement shall identify each clause and provide the proposed adjustment and the reason for it. Comments may address provision requiring completion or adaptation to the Project but shall not be presented as modifications to the USTDA Mandatory Contract Clauses or a reduction of the Terms or Reference. The Grantee and USTDA are under no obligation to accept any proposed adjustments. The final contract remains subject to clarification with the selected Offeror and to the approvals required by USTDA.

3.7 SUBMISSION OF RFP QUESTIONS AND REQUEST FOR CLARIFICATION

Prospective Offerors may submit questions related to the content of this RFP to: RFP@ustda.gov with copy to group.procurement@anzana.com.

The deadline for submitting questions shall be October 19th, 2026. The email subject line must read: **“RFP Question: Regional AME: Lobito Corridor Electrification Project Feasibility Study (Activity No. 2026-11011A).”** Questions received by any other means shall not be accepted.

Consolidated responses to all requests for clarifications received by the deadline will be published online within three (3) business days following the clarification deadline. The published responses will not identify the Offerors that submitted the question and will be made available simultaneously to all prospective Offerors.

Offerors are responsible for regularly monitoring the USTDA website for published responses, clarification, and addenda.

Section 4: AWARD CRITERIA

Proposal will be evaluated through a sequential process,

- First, the Grantee will conduct a **Know Your Supplier (KYS)** review to verify each Offeror's legal identity, ownership, integrity, eligibility, financial information, required declarations and supporting documentation.
- Second, proposals that satisfactorily pass the KYS review will undergo a preliminary **examination and prequalification assessment** on a Pass/Fail basis to confirm compliance with the mandatory administrative, eligibility, qualification and submission requirement of this RFP.
- Only proposals from eligible and qualified Offerors will proceed to the Technical Evaluation. Proposals will be scored and ranked against the technical criteria and corresponding weights set out below.

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of the ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and USTDA shall review the submission and qualifications of the Offeror to ensure compliance with USTDA requirements. USTDA may object to a Contractor selected by a Grantee for a Grant Activity based on criteria provided in Appendix 5 of this RFP. If USTDA issues a no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Evaluation criteria	Description and expectation	Weight
Technical solution	<i>Quality, completeness, and suitability of the proposed technical solution to meet the requirements of the RFP.</i>	35%
Project execution methodology	<i>Clarity and practicality of the proposed implementation approach, including project management, schedule, quality assurance, and risk management.</i>	30%
Experience and capability	<i>Relevant experience delivering similar projects and the qualifications and experience of the proposed project team.</i>	25%
Compliance with RFP requirements	<i>Completeness of the proposal and demonstrated compliance with the technical requirements, specifications, and submission instructions.</i>	10%

Contractual acceptance and readiness	<i>Full acceptance of the contract draft, where only the clauses specific to the Project have been identified for adjustment</i>	10 %
Total Technical Score		100%

Each criterion described above will be assessed and scored on a scale from 0 to 5, based on the extent to which the offeror's proposal meets or exceeds the expectations of the Grantee. The scoring scale is defined as follows:

Score	Definition
0 - Not addressed / not acceptable	<i>The proposal does not address the criteria or the information provided is irrelevant or incomplete.</i>
1 - Poor	<i>The proposal provides very limited information or demonstrates minimal understanding of the requirement.</i>
2 - Fair	<i>The proposal partially addresses the criterion but lacks sufficient detail or clarity.</i>
3 - Satisfactory	<i>The proposal adequately meets the requirement with an acceptable level of detail and coherence.</i>
4 - Good	<i>The proposal meets the requirements well and provides clear, detailed, and relevant information.</i>
5 - Excellent / exceeds expectation	<i>The proposal fully addresses the requirement with exceptional clarity, depth, and added value.</i>

Proposals that do not include all requested information shall be considered non-responsive.

Price will not be a factor in contractor selection.

APPENDIX 1

PROJECT SYNOPSIS

Regional Africa and the Middle East: Lobito Corridor Electrification Project

Anzana Electric Group Limited (“Anzana”) invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to execute a Feasibility Study for increasing hydropower generation capacity and improving electricity distribution networks to support critical mining operations within the Lobito Corridor areas of the Democratic Republic of the Congo and the Republic of Zambia. The Proposal submission deadline is October 26, 2026. The U.S. firm selected will be paid in U.S. dollars from a \$3,000,000 grant to Anzana from the U.S. Trade and Development Agency.

About the Grantee

Anzana is a Mauritius-based company that develops, finances, constructs, and operates power generation and distribution utilities in the DRC, Zambia, Burundi, Kenya, Malawi, and Tanzania. Anzana has experience pioneering large-scale, public-private utility models across Sub-Saharan Africa, including the launch of Weza Power in Burundi, a PPP utility Anzana launched in collaboration with the Government of Burundi in 2023 to expand grid access to nearly 70 percent of the country’s population. Anzana also has experience developing generation assets, including its participation in the Ruzizi III hydropower project which is expected to reach financial close in 2026 and will provide 206 MW of power generation to Burundi, Rwanda, and the DRC.

Project Background

The Copperbelt region is a mineral-rich region that straddles the DRC and Zambia, including the provinces of Lualaba and Haut-Katanga in the DRC and Zambia’s Copperbelt and North-Western provinces. The Lobito Corridor is a G7 project in Africa designed to connect the Copperbelt to the Port of Lobito in Angola via multiple logistics and rail investments, enabling more direct transport of copper, cobalt, and other minerals to U.S. and European markets. Anzana is developing this Project with the aim to improve power reliability and access for critical mining and industrial operations as well as a population of over three million people in the Lualaba Province in southeastern DRC and the Copperbelt and North-Western provinces of Zambia.

About the Study

Anzana requests USTDA assistance to fund project preparation activities for the Project in both the DRC and Zambia. Given the different stages of development and requirements of the Project in each country, study tasks are tailored to each market as needed. For both markets it will include an electrification expansion plan, U.S. sources of supply, stakeholder workshops, drafting legal documentation, and a business plan. In the DRC specifically, it would also include assessment of the existing electric distribution system, mining energy demand

forecasts, new generation rehabilitation plans, and a Strategic Environmental and Social Assessment. In Zambia specifically, the study will develop EPC tender documents, economic and financial analysis, an Environmental and Social Management Framework, and 5 project-level full ESIA's.

APPENDIX 2

EDITED PORTIONS OF BACKGROUND DESK STUDY REPORT

Executive Summary

The Lobito Corridor Electrification Project, led by Anzana Electric Group, is a large-scale public-private initiative designed to expand reliable electricity access across strategic regions of the Democratic Republic of Congo (DRC) and Zambia. Aligned with the broader Lobito Corridor infrastructure program, the project aims to support economic growth, regional trade, and critical mining operations by strengthening power generation and distribution systems in one of Africa's most resource-rich but energy-deficient regions.

USTDA support is sought to fund early-stage activities, including feasibility studies, preliminary environmental and social impact assessments, and legal and financial structuring. These efforts would advance the Project towards financial close and ensure it meets international standards for bankability and longevity.

Project Description

The Lobito Corridor Electrification Project is a proposed public-private initiative led by Anzana Electric Group (Anzana) to expand electricity access across key regions of the Democratic Republic of Congo (DRC) and Zambia. The Project aims to develop power generation and distribution infrastructure to supply reliable, baseload electricity to over 3 million people, as well as critical mining and industrial operations in the Copperbelt region.

The Lobito Corridor is a 1,300-km railway and logistics route connecting the mineral-rich Copperbelt in Zambia and the DRC to the Port of Lobito in Angola, shown in Figure 1. This rail system is a priority regional infrastructure initiative linking mining districts in the DRC and Zambia to the Port of Lobito in Angola and catalyzing new trade and energy investment across the corridor. The proposed Anzana project areas align with this existing and expanding rail system – located in Lualaba Province in southeastern DRC and in the Copperbelt and North-Western Provinces of Zambia.

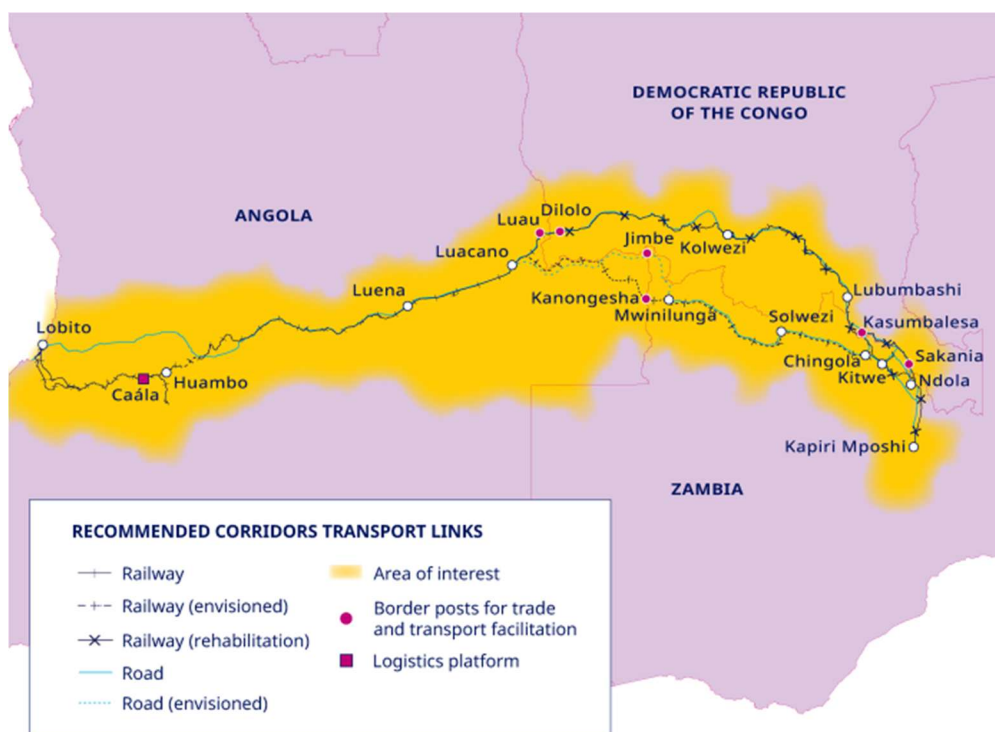


Figure 1: Lobito Corridor Railway

To advance the Project toward implementation, the proposal seeks support from USTDA to fund feasibility studies, preliminary environmental and social assessments, and legal and financial structuring.

Democratic Republic of Congo

In the DRC, Anzana is advancing a public-private partnership (PPP) through a joint venture (JV) with the Provincial Government of Lualaba and its provincial utility to modernize and expand electricity generation and distribution infrastructure within the Lobito Corridor. The Project will focus on Kolwezi, Kasaji, and surrounding communities in Lualaba Province – the area that is central to global copper and cobalt production. Although the region is connected to major hydropower resources, most available electricity is currently consumed by large-scale mining activities, leaving households and small businesses underserved. The Project aims to provide reliable electricity to approximately 1.3 million people, in addition to supporting mining operations and associated industries.

Implementation will follow a phased approach aligned with generation development and priority grid upgrades to optimize capital deployment and manage risk. The Project remains in an early development phase, with feasibility studies, environmental and social assessments, and legal and financial structuring required to advance toward financial close.

Zambia

Anzana formed a JV with ZESCO, Zambia's national utility, to expand electricity generation and distribution within the Zambian section of the Lobito Corridor. The JV is called Eleza

Energy (Eleza). The Anzana-ZESCO partnership was formalized via a signed Joint Venture Term Sheet in August 2025, with the goal of operationalizing the entity and making new connections as early as 2026. Operating under a proposed 25-year concession for a specific geographic zone, Eleza aims to provide reliable power to approximately 2 million people, as well as businesses and industrial clients, by 2030.

Overview of Regional and National Context

Democratic Republic of Congo

In 2023, about 22% of the DRC population had access to electricity – with 45.4% of people living in urban areas having access to electricity, and 2.8% in rural areas. The DRC has one of the world's largest hydropower endowments, yet its energy system is characterized by extreme energy poverty and very low levels of modern energy access. Recent foreign investment in hydropower is beginning to ease supply constraints, lower generation costs, and reduce reliance on oil-fired generation in isolated systems. Expanding transmission infrastructure and regional interconnections will be critical to translating the DRC's vast hydropower potential into broader access, economic development, and sustained improvements in energy security. The government aims to raise national access to 32% by 2030, recognizing that limited electricity access constrains health, education, and economic development. To date, much of the new generation capacity added to the DRC grid has been driven by mining companies seeking to supply their own operations.

A significant portion of electricity needed for mining in the DRC in Lualaba Province is already provided from hydropower via the existing Inga-Shaba (also called Inga-Kolwezi) high-voltage direct-current (HVDC) transmission line, originally built in 1982 by Hitachi Energy (Japan) and most recently upgraded to a 1,000 MW capacity in 2017.

Zambia

As of mid-2025, Zambia had an installed electricity generation capacity of 3,985.86 MW, of which 85% was hydropower. Only 54% of Zambians have access to the national power grid (80% of urban residents and 34% of rural residents). Despite more than 2 million households lacking electricity access and a supply deficit, per capita consumption is nearly twice the average in Sub-Saharan Africa. Consumption is concentrated in industrial sectors, accounting for more than half of the total electricity consumed. The GORZ has set a goal for universal electricity access for all Zambians by 2030.

Most power in Zambia is owned and operated by ZESCO, the state-owned utility based in Lusaka which operates across resource acquisition, generation, and transmission and distribution (T&D). Since the late 1990s, IPPs have been allowed to feed into the grid yet low electricity tariffs and constrained utility finances have hampered significant private entrants into the market. GORZ aims to enable and encourage private sector participation to improve infrastructure development in the energy sector. Several IPPs are already operating in Zambia, mostly generating and on-selling electricity to the grid. One exception is the Copperbelt Energy Corporation (CEC) which purchases energy and supplies it to mines. Most generation companies are privately owned while others are partially or wholly owned by ZESCO, the state-owned utility.

In 2024, GORZ declared a state of emergency due to drought, which severely affected 72% of the country. This drought impacted the electric production of the Kariba Dam, which provides about 80% of Zambia's electric supply. As a result, ZESCO reported power deficit of 1,300 MW against its installed capacity of 3,356.6 MW. Furthermore, load shedding in the country in recent years has been between twenty-one to seventeen hours a day. These trends have been straining the country's ability to provide reliable energy to drive the economy. In order to overcome these power shortages, the GORZ is importing energy under unfavorable conditions, which in turn is creating a negative impact on the economy and on fiscal resources.

Proposed Technological Approach

The scope of Anzana's Lobito Corridor Electrification Project encompasses the development of power generation assets and the expansion of electricity distribution networks across the DRC's Lualaba Province and the Copperbelt and North-Western Provinces of Zambia. In the DRC, the project includes the development of new generation capacity totaling approximately 210 MW, alongside significant upgrades and extensions to the distribution network to connect approximately 1.3 million households and businesses. In Zambia, the project will be implemented through a joint venture utility model and will focus on expanding and modernizing the distribution grid, constructing medium- and low-voltage lines, installing transformers, and deploying approximately 300,000 new connections, supported by targeted additions of embedded generation capacity.

The distribution infrastructure scope includes the construction of hundreds of kilometers of electric distribution lines, installation of thousands of utility poles, deployment of distribution transformers, and rollout of advanced metering infrastructure, including smart meters and customer management systems. The project also incorporates densification of connections in already electrified areas and expansion into previously unserved communities. System planning will be supported by detailed geospatial data collection, load forecasting, and least-cost electrification modeling to optimize network design and investment prioritization.

The Project will be implemented through the following phases: (1) feasibility studies and environmental and social assessments; (2) detailed engineering design and business planning; (3) legal structuring and negotiation of joint venture, concession, and power supply agreements; (4) procurement and construction of generation and distribution infrastructure; and (5) operations, capacity building, and long-term utility management.

The feasibility phase will include technical, financial, and environmental analyses, including assessment of generation options, grid development requirements, and expansion strategies. It will also define system specifications such as network configuration, transformer sizing, metering systems, and loss-reduction measures, while ensuring compliance with international environmental and social standards.

Advanced techno-economic modeling will be used to evaluate system performance, cost efficiency, and financial sustainability under different demand and supply scenarios. The project will also incorporate modern utility systems, including billing, customer management, and revenue protection mechanisms, to ensure operational efficiency and commercial viability. Construction planning will consider logistical constraints, integration with existing infrastructure, and coordination with ongoing regional initiatives, while environmental and

social considerations will address land access, community impacts, and regulatory compliance. Basic engineering developed during the feasibility stage will support preparation of bankable tender documents, with subsequent detailed design, procurement, construction, and commissioning expected to be carried out through competitively procured contracts, enabling a scalable and sustainable electrification model for the region.

APPENDIX 3

USTDA GRANT AGREEMENT, INCLUDING TERMS OF REFERENCE AND MANDATORY CONTRACT CLAUSES



GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency (“USTDA”), and Anzana Electric Group Limited (the “Grantee”). USTDA and the Grantee are each referred to herein as a “Party”, and collectively as the “Parties”. USTDA agrees to provide to the Grantee subject to the terms and conditions of this Grant Agreement, three million United States Dollars (US\$ 3,000,000) (“Grant Funds”) to fund the cost of services required in connection with the preparation of a feasibility study (the “Activity”) related to the proposed expansion of electricity distribution infrastructure and generation capacity in key mining regions (the “Project”) located in the Democratic Republic of the Congo and the Republic of Zambia (together, the “Host Countries”, and each a “Host Country”).

1. USTDA Grant Funding

The Grant Funds to be provided by USTDA under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm to be selected by the Grantee (the “Contractor”) under which the Contractor will perform the Activity (the “Contract”). In no event will the amounts contributed by USTDA for the Activity exceed the amount of the Grant Funds.

2. Terms of Reference

The terms of reference for the Activity (the “Terms of Reference”) are attached as Annex I to this Grant Agreement and will involve an infrastructure assessment, tender document template preparation, an economic and financial analysis, a strategic environmental and social assessment as well as an environmental and social management framework, a U.S. sources of supply assessment, a development impact assessment, stakeholder workshops, support in drafting legal documentation, a business plan, and a final report. The Grantee shall include as Annex I to the Contract the Terms of Reference attached hereto as Annex I.

The Grantee acknowledges and understands that the Contractor’s performance of the Activity under the Contract must comply with the entirety of the Terms of Reference, and any modification of the Terms of Reference set forth in Annex I or deviation from their terms must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under the Contract. The Grantee acknowledges and understands that (i) the Contractor will be paid in accordance with the payment schedule set forth in the Contract, and will not be eligible for payment in respect of work under the Terms of Reference set forth in the Contract that the Contractor fails to perform, and (ii) any performance by the Contractor of work not included in, not in compliance with or inconsistent with the Terms of Reference will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures.

Consequently, the Grantee shall not approve any Contractor work performed under the Contract that does not comply with or that otherwise is not in accordance with the Terms of Reference set forth in the Contract. The Grantee acknowledges and understands that any failure to obtain prior written approval from USTDA for any modifications or deviations from the Terms of Reference may result in forfeiture by the Contractor of payment for work performed that is not in compliance with the Terms of Reference and/or a significant delay in payment of the final Invoice (as defined below).

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA and the Grantee shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall use its best efforts to (a) promptly reply to notices and other communications, requests for information and requests for approvals of Invoices or other documents submitted to it by the Contractor or USTDA, (b) provide reasonable support for the Contractor, such as local transportation, office space and secretarial support, and (c) promptly notify USTDA in the event that the Grantee (i) no longer seeks to pursue the Project or complete the Activity and/or (ii) would like to terminate this Grant Agreement or the Contract.

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors, with advance notice of the procurement published online both on the USTDA website and on the SAM.gov website. Upon request, the Grantee shall submit these contracting procedures and related documents to USTDA for information and/or acceptance.

(B) USTDA's Right to Object to Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 15 below upon selection of the Contractor to perform the Activity. USTDA shall then review the Grantee's selection of Contractor, and if USTDA does not object to Grantee's selection, USTDA shall so notify the Grantee by issuing a "no objection" letter. Upon receipt of USTDA's "no objection" letter, the Grantee shall (i) notify in writing the selected Contractor that its proposal has been accepted by the Grantee, and (ii) notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Activity that they were not selected. The Grantee shall then use

commercially reasonable efforts to negotiate a Contract with the Contractor for the performance of the Activity.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

USTDA will provide to the Grantee an electronic copy of USTDA's standard contract form, and the Grantee shall, in conjunction with the Contractor, utilize this standard contract form as the basis for drafting the Contract. Once the Contract has been negotiated between the Grantee and the Contractor, the Grantee shall transmit to USTDA (or shall request that the Contractor transmit to USTDA on the Grantee's behalf) a final negotiated draft version of the Contract in an editable electronic format for USTDA review at the email address set forth in Article 15 below. USTDA shall advise the Grantee and the Contractor as to whether the draft Contract is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to the Contract.

(2) Amendments and Assignments of the Contract

The Grantee acknowledges and understands that no amendment or other modification to the Contract (or any annex to the Contract) shall be valid unless formally agreed upon in a written instrument signed by the Grantee and the Contractor and approved by USTDA in a signed approval letter. The Grantee or the Contractor may submit any proposed amendment or other modification to the Contract, including any proposed amendment or other modification to any Contract annex, or any proposed assignment of the Contract, to USTDA for review and comment at the address set forth in Article 15 below.

(D) USTDA Not a Party to the Contract

The Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under the Contract, including, but not limited to: (i) the right to approve the terms of the Contract and any amendments to the Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to the Contract or any Subcontract funded under this Grant Agreement, (ii) the right to require the parties to the Contract to suspend performance of the Terms of Reference upon reasonable prior written notice to such parties, and, upon Contractor's receipt of such written notice, any further work performed in connection with the Terms of Reference prior to USTDA issuing a written notice lifting the suspension will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 of the Contract upon reasonable prior written notice to the parties to the Contract, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of the Contract in the event that (a) the Contractor or any Subcontractor fails to comply with the Terms of Reference or the terms and conditions of the Contract (including the Mandatory Contract Clauses attached to the Contract), or (b) the Contract and/or the Activity is terminated, and the amount of Grant Funds disbursed to the Contractor prior

to such termination exceeds the value of the work performed under the Contract in accordance with its terms, as determined by USTDA in its sole discretion.

The Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Activity and will not be construed as making USTDA a party to the Contract. The Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the parties to the Contract or any Subcontract, jointly or separately, without thereby incurring any responsibility or liability, in contract, tort or otherwise, to such parties. Any approval or failure to approve by USTDA will not bar the Grantee or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

The Grantee shall not sue or join any action seeking compensation from, and shall not participate in and shall withdraw from any action seeking compensation from, the Government of the United States of America, or any of its departments or agencies, arising in connection with the Activity.

(E) Grant Agreement Controlling

In the event of any inconsistency or conflict between the terms of this Grant Agreement and the terms of the Contract or any Subcontract funded by this Grant Agreement, the terms of this Grant Agreement will control.

(F) Subcontractors and Subcontracts

For purposes of this Grant Agreement, (a) the term “Subcontractor” means any individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement, whether written or oral, with the Contractor for the performance of any part of the Activity, and (b) the term “Subcontract” means any such contract, purchase order or other agreement entered into between the Contractor and a Subcontractor.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant Funds directly to the Contractor only after USTDA approves the Grantee’s Contract with the Contractor.

(B) Contractor Invoice Requirements

For purposes of this Grant Agreement, the term “Invoice” means any invoice submitted (or to be submitted) to USTDA by either the Grantee or the Contractor for payment of Grant Funds. The Grantee shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice,

complies with the Terms of Reference and the Mandatory Contract Clauses. Following review and approval by the Grantee of any Invoices for all payments other than the final invoice payment submitted by the Contractor under the Contract, the Contractor or Grantee may request disbursement of funds by USTDA to the Contractor for performance of the Activity by submitting such approved Invoices in accordance with the procedures set forth in the Mandatory Contract Clauses.

7. Effective Date

The effective date of this Grant Agreement (the “Effective Date”) shall be the date of signature by both Parties or, if the Parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Activity Schedule

(A) Activity Completion Date

The Parties’ estimated completion date for the Activity is set forth in Clause K(1) of the Mandatory Contract Clauses.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no Grant Funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date, and (ii) no Grant Funds may be disbursed other than during the period set forth in Clause K(2) of the Mandatory Contract Clauses.

9. USTDA Mandatory Contract Clauses

The USTDA Mandatory Contract Clauses (the “Mandatory Contract Clauses”) governing the Activity are attached as Annex II to this Grant Agreement. The Grantee shall include the Mandatory Contract Clauses as Annex II to the Contract. The Grantee shall use commercially reasonable efforts to ensure that the Contractor complies with the Mandatory Contract Clauses in all material respects and shall promptly notify USTDA of any breach of the Mandatory Contract Clauses on the part of the Contractor of which the Grantee becomes aware.

10. Nationality, Source and Origin

Except as USTDA may otherwise agree in writing, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under any Grant Agreement.

- (A)** All legal entities who perform any part of the Activity as the Contractor or a Subcontractor shall be U.S. Firms.
- (B)** All natural persons who perform any part of the Activity as the Contractor or a Subcontractor, or as an employee of the Contractor or of a Subcontractor, shall

be either (i) U.S. citizens, or (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States.

- (C) Notwithstanding the provisions of Articles (A) and (B) above, up to thirty percent (30%) of the Grant Funds may be used to pay for work performed in connection with the Activity by:
- (1) any Subcontractor organized under the laws of either (i) the Host Country or (ii) any Target Country; and
 - (2) any natural person working as (a) a Subcontractor, or (b) an employee of the Contractor or of a Subcontractor, as long as such natural person is either (i) a citizen of the Host Country or a Target Country, or (ii) lawfully authorized to work, or admitted for permanent residence, in the Host Country or a Target Country.
- (D) Except for goods and services incidental to Activity support (*e.g.*, local lodging, food and transportation in the Host Country or a Target Country), goods purchased for the performance of the Activity and associated delivery services (*e.g.*, international transportation and insurance) shall have their nationality, source and origin in the United States.
- (E) “U.S. Firm” means either (1) or (2) below.
- (1) A private-sector for-profit legal entity or partnership organized under the laws of the United States, with its principal place of business in the United States, and which satisfies either (a) or (b) below.
 - (a) It is more than fifty percent (50%) owned or controlled by (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.
 - (b) It (i) has been organized under the laws of the United States for more than three years prior to either (x) the date on which the initial proposal in respect of the Activity is received by USTDA, or (y) the date on which the Contractor submits its bid in response to USTDA’s request for proposals in connection with the Activity, as applicable, (ii) has performed similar services in the United States for such three- year period, (iii) employs U.S. citizens in more than half of its permanent full-time positions in the U.S., and (iv) has the existing capability in the United States to perform the work in question.
 - (2) A nonprofit organization that is organized under the laws of the United States and managed by a governing body, a majority of whose members

are (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

- (F) “Target Country” means a country, other than the Host Country, (i) that is an integral part of the Project’s scope and (ii) whose local labor is required for work to be performed in connection with the Activity. A Project may have one or more Target Countries.

11. Taxes

The Grant Funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country or any Target Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures or individual income taxes assessed on local Host Country or Target Country staff (“Accepted Taxes”). The Grantee may not seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies, other than the Accepted Taxes, to the extent that the amounts of such Accepted Taxes are included on expense receipts maintained by the Contractor in accordance with Clause D of the Mandatory Contract Clauses.

12. USTDA Project Evaluation

The Parties shall cooperate to ensure that the purposes of this Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (the “Evaluation Period”), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries may include, but are not limited to, (a) whether the Final Report recommendations have been or will be used to implement the Project, (b) the anticipated Project implementation timeline, (c) the likely sources of financing for the Project, and (d) the sources of procurements supporting implementation of the Project. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for the Project during the Evaluation Period.

13. Grantee Recordkeeping and Audit

The Grantee agrees to maintain books, records and other documents relating to the Activity, the Contract and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement and the Contract, including the selection of the Contractor and Subcontractors, receipt and approval of Contract deliverables and approval or disapproval of mobilization and performance milestone payment Invoices for payment by USTDA. Such books, records and other documents shall be separately maintained for a period of seven (7) years after the signing date of this Grant Agreement. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review such books, records and other documents relating to the Activity, the Contract and this Grant Agreement.

14. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U.S. Ambassador to the Host Country or USTDA, and the Grantee will

be represented by its Chief Executive Officer at the address of record set forth in Article 15 below. Either Party may, by written notice to the other Party, designate additional or replacement representatives for all purposes under this Grant Agreement.

15. Addresses of Record for Parties

Any notice, request, document or other communication submitted by either Party to the other under this Grant Agreement shall be in writing, or sent through an electronic medium that produces a tangible record of the transmission, such as an email message, and will be deemed duly given or sent when delivered to such Party at the following address of record, as applicable:

(A) For the Grantee:

To: Brian Kelly
Title: Chief Executive Officer
Entity Name: Anzana Electric Group Limited
Address: C/O Axis Fiduciary Ltd, 26, Bank Street,
Cybercity, 72201, Ebene
Country: Mauritius
Phone: +25 473-109-4778
Email: brian.kelly@anzana.com ; cc'
legal@anzana.com

(B) For USTDA:

To: U.S. Trade and Development Agency
Address: 1101 Wilson Boulevard, Suite 1100
Arlington, VA 22209-2275
USA
Phone: (703) 875-4357
Email: Africa_MiddleEast@ustda.gov

All such communications shall be in the English language, unless the Parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in the Host Country with a copy of each notice, request, document or other communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Activity No.: 2026-11011A
Reservation No.: 2026201
Obligation No.: 1131PL26GH11201

16. Implementation Letters

To assist the Grantee and the Contractor in the efficient performance of the Activity, USTDA may from time to time issue one or more implementation letters (“Implementation Letters”) to provide additional, modified or updated information about matters covered by this Grant Agreement and/or to make modifications or clarifications to the terms and provisions herein (any such information or modification, as applicable, a “Change”). Without limiting the generality of the foregoing, USTDA may issue Implementation Letters containing one or more Changes, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1) in Annex II, (b) extend the availability period of Grant Funds set forth in Clause K(2) in Annex II, (c) update the fiscal data set forth in Article 15, (d) update a Party’s address of record or point of contact, (e) make non-material modifications or clarifications to the Terms of Reference, (f) grant conditional waivers pursuant to Article 19, and (g) correct scrivener’s errors. Notwithstanding the provisions of Article 17, upon receipt of an Implementation Letter from USTDA, if and to the extent the Grantee assents to the Change set forth in such Implementation Letter, the Grantee shall promptly notify USTDA of such assent by email in accordance with Article 15, and such Change will be deemed incorporated into the terms and provisions of this Grant Agreement without the need for any further action by either Party. The Parties may also use jointly agreed upon Implementation Letters, executed by each Party, to confirm, clarify, modify and/or record their mutual understanding of matters covered by this Grant Agreement.

17. Amendment; Assignment; Binding Effect; Change of Control

(A) Either Party may submit to the other Party at any time a proposed amendment to this Grant Agreement (including Annex I and Annex II). Any proposed amendment to this Grant Agreement will be effective only if it has been signed by both Parties. Any proposed assignment of this Grant Agreement must be approved by both Parties in writing in order to be effective. This Grant Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under this Article 17.

(B) For purposes of this Grant Agreement, the term “Change of Control” means the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any person, legal entity or group, of fifty percent (50%) or more of the shares of the outstanding equity securities of the Grantee, (ii) a merger, consolidation or reorganization of the Grantee in which the Grantee does not survive as an independent legal entity or upon the consummation of which the holders of the Grantee’s outstanding equity ownership interests prior to such merger, consolidation or reorganization own less than 50% of the outstanding equity ownership interests of the Grantee after such merger, consolidation or reorganization, or (iii) a sale of all or substantially all of the assets of the Grantee. The Grantee shall provide USTDA with written notice of any anticipated Change of Control of the Grantee prior to the effective date of such Change of Control, which notice must identify (i) the person(s) and/or legal entity (or entities) that are gaining control or ownership over the Grantee, and (ii) the person(s) and/or legal entity (or entities) that are losing control or ownership over the Grantee. The Grantee acknowledges and agrees that, in order for the Activity to continue following any Change of Control, any legal entity (or entities) that are gaining control or ownership over the Grantee must satisfy USTDA’s due diligence guidelines.

18. Termination

(A) Termination Events

Either Party may terminate this Grant Agreement at any time by giving the other Party prior written notice thereof. Notwithstanding the foregoing provision, if the U.S. Office of Foreign Assets Control determines that either of the Grantee or the government of the Host Country has acted in violation of any sanctions laws or executive orders established by the United States Government, this Grant Agreement will terminate following such determination without the need for any further action or notice on the part of either Party unless USTDA delivers written notice to the Grantee that this Grant Agreement will remain in full force and effect. If the Grantee becomes aware of any such violation or determination, the Grantee shall notify USTDA in writing within one (1) business day thereafter.

(B) Effect of Termination

The termination of this Grant Agreement will end any obligations of the Parties to provide financial or other resources for the Activity (including, without limitation, any obligation of USTDA to provide the Grant Funds), except for payments that may be made by USTDA to the Contractor, if any, pursuant to Clause H of the Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This Article and Articles 5 (Contract Matters and USTDA's Rights as Financier), 11 (Taxes), 12 (USTDA Project Evaluation), 13 (Grantee Record Keeping and Audit), 20 (U.S. Technology and Equipment), and 21 (Governing Law) of this Grant Agreement shall survive termination of this Grant Agreement.

19. Waiver

No obligation, condition or other provision of this Grant Agreement may be modified, waived or discharged unless such modification, waiver or discharge (collectively, a "Waiver") is agreed to in writing and signed by the Party entitled to enforce such obligation, condition or other provision. Any such Waiver will be effective only to the extent expressly specified therein. No Waiver by either Party of any breach of, or of compliance with, any condition or provision of this Grant Agreement by the other Party will be considered a Waiver of any other condition or provision or a Waiver of the same condition or provision at another time. The rights and remedies of the Parties under this Grant Agreement are (a) not limited to the rights and remedies expressly set forth in this Grant Agreement and are in addition to all other rights and remedies available to the Parties under applicable law, and (b) not exclusive and may be exercised without precluding the future exercise by a Party of any other such rights and remedies. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Grant Agreement will operate as a Waiver of such right, power or privilege.

20. U.S. Technology and Equipment

By funding the Activity, USTDA seeks to promote the Project objectives of the Host Country through the use of U.S. technology, goods and services. In recognition of this purpose, the Grantee

agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

21. Governing Law

This Grant Agreement is governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of applicable federal law, the laws of the State of New York shall apply, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of another jurisdiction.

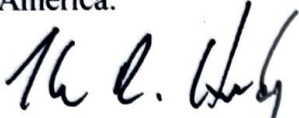
22. Counterparts; Language

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Grant Agreement. Counterparts may be delivered via email or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes. This Grant Agreement may be executed in two or more languages, but in the event of any conflict or inconsistency between the English language version of this Grant Agreement and any other version, the English language version of this Grant Agreement will control.

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IN WITNESS WHEREOF, by signing below, each of the signatories hereby certifies that it is a duly authorized representative of the applicable Party, and the Parties, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in their names and delivered as of the date written below.

For the Government of the United States
of America:



By: Thomas R. Hardy

Title: USTDA Deputy Director & Chief
Operating Officer (Performing the
Duties of the Director)

Date: September 22, 2026

For Anzana Electric Group Limited:



By: Brian Kelly

Title: Chief Executive Officer

Date: September 22, 2026

Annex I – Terms of Reference

Annex II – USTDA Mandatory Contract Clauses

Annex I

Terms of Reference

These terms of reference (“Terms of Reference”) in this Annex I set forth the terms and conditions for the performance of the feasibility study (the “Activity”) for the benefit of Anzana Electric Group Limited (the “Client” or “Grantee”) related to the proposed expansion of electricity distribution infrastructure and generation capacity in key mining regions (the “Project”) located in the Democratic Republic of the Congo and the Republic of Zambia (together, the “Host Countries”, and each a “Host Country”). _____ (the “Contractor”) shall perform the Activity in accordance with these Terms of Reference and the other terms and provisions of this Contract between the Contractor and the Client.

The Contractor’s performance of the Activity must comply with the entirety of these Terms of Reference, and any modification of or deviation from these Terms of Reference must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under this Contract. The Contractor acknowledges and agrees that (i) the Contractor will be paid in accordance with the payment schedule set forth in this Contract and will not be eligible for payment in respect of work under these Terms of Reference that the Contractor fails to perform, (ii) any performance by the Contractor of work not included in, not in compliance with or inconsistent with these Terms of Reference will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures, and (iii) failure to obtain prior written approval from USTDA for any amendment to, modification of or deviation from these Terms of Reference may result in forfeiture of payment for work performed that is not in compliance with these Terms of Reference and/or a significant delay in payment of the final invoice (the foregoing subclauses (i) through (iii) collectively, the “Performance Requirements”). As used in these Terms of Reference, the word “include” along with its variants (*e.g.*, “included”, “including”) will be interpreted to mean “include, without limitation” or equivalent expression.

All data collected, designs made, analyses produced and/or other work completed by the Contractor in the performance of each task (“Task”) and subtask (“Subtask”) under these Terms of Reference must be documented by the Contractor in written reports in order to constitute a deliverable (“Deliverable”), as further described below under each Task and Subtask, as applicable. The Contractor shall use its best efforts to verify any information provided by the Client. The Contractor shall include each such Deliverable as a stand-alone chapter in the Final Report (as defined below).

The Contractor shall provide the Client with a draft version of the Deliverable for Task(s) 1 through 11 for the Client’s review and comment. The Client shall provide comments, if any, on such draft Deliverable within fourteen (14) calendar days following receipt of such Deliverable. The Contractor shall incorporate the Client’s comments, to the extent possible, and issue a final Deliverable in connection with such Task within fourteen (14) calendar days following receipt of the Client’s comments. By submitting the Deliverable for a given Task to the Client, the

Contractor acknowledges to USTDA that it has read and understood the Performance Requirements.

Task 1: Kick-Off Meeting and System Data Collection

Subtask 1.1: Review Background Reports and Prepare Draft Work Plan

Prior to the Kick-Off Meeting, the Grantee shall provide the Contractor with all currently available information regarding the Project that is in the possession and/or control of the Grantee, potentially including, but not limited to:

- The current version of the project definition, including specific information regarding the definition and boundaries of electric distribution concession areas, as well as specific information on the electric generation projects to be considered;
- current versions or drafts of project agreements;
- prefeasibility work and reports completed to-date;
- previous environmental and social impact assessments (ESIA) for assets related to project activities;
- any available site studies, including geotechnical, topographical, and hydrology;
- any grid integration, system impact, or resource adequacy studies related to the project;
- asset management reports or access to asset management databases;
- initial legal and regulatory information, and
- other relevant data associated with the Project.

This shall include relevant information and lessons learned from the activities to date. As applicable, the Contractor shall provide the Grantee with a list of any gaps in information that would impact their ability to carry out the tasks within 3 weeks of receiving access to the aforementioned documents. The list shall also include a request for information critical to the timely submission of the Work Plan referenced below.

The Contractor shall:

- Carry out an initial review of the information provided by the Grantee and determine the extent of additional information necessary to complete the tasks listed in these TOR;
- Identify all existing data and determine what further data needs to be collected;
- Interview all key members of the Grantee's team and 3rd party contractors that have produced the materials to date, as needed; and
- Make data requests to the Grantee for additional necessary information and review information received from these data requests.

The Contractor shall additionally develop a draft of a detailed work plan (the "Work Plan") for the Study based on its review of available documentation and these TOR. The Contractor's Work Plan shall include all the Study activities, methodology, milestones, Deliverables, schedule, plans,

methodology for gathering additional required information, and potential stakeholders to be contacted. The timeline for completion of the deliverables may vary for each Host Country.

Subtask 1.2: Kick-Off Meeting

The Contractor shall arrange and conduct a Kick-Off Meeting with the Grantee. During the Kick-Off Meeting, the Contractor shall:

- Introduce the Contractor's team;
- Define and clarify the Grantee's and Contractor's roles and responsibilities with respect to the engagement;
- Review communication procedures and contact information;
- Review the objectives of the work, these TOR, the deliverables, and all other contractual obligations;
- Review and present the Contractor's draft Work Plan and schedule for the work, including a review of planned meetings and site visits, overall strategy, scope, objectives, timeline and deliverables of the engagement; and
- Gather input from the Grantee regarding the Grantee's goals for the work and salient issues surrounding the Grantee's plans for the Project.

Subtask 1.3: Final Work Plan

Within one week of the Kick-off Meeting, the Contractor shall send the Grantee a revised Work Plan based on feedback from the Kick-off Meeting. The Grantee shall provide written approval of a final Work Plan within one week of receiving the revised Work Plan from the Contractor, including any feedback on the Contractor's proposed plans within the Work Plan to contact relevant Project stakeholders. This Work Plan, in conjunction with these TOR, shall be used by the Contractor to assess the progress of the Study on a periodic basis and to report to the Grantee any deviation or delays from the Work Plan and the TOR.

Subtask 1.4: System Data Collection

Based on the Contractor's review of currently available data and reports, as well as gaps identified, the Contractor shall specifically review, geographically reference, and evaluate the quality of existing electric distribution lines and distribution transformers in the concession areas identified in both of the Host Countries. The Contractor shall validate and reinforce data on existing substations and feeder lines. The Contractor shall update geo-spatial data layers in existing asset databases. This may include, but is not limited to, collecting data regarding power transformer capacities, winding characteristics, power transformer impedance, condition and characteristics of protection equipment, and condition and characteristics of metering devices used to record power and energy transfers through the substation to outgoing feeders.

As part of the System Data Collection, the Contractor shall travel to the Host Countries to conduct on-site verification and validation work at a representative subsample of facilities (including, but not limited to, existing substations and distribution lines). The Grantee shall provide recommendations and guidance regarding which facilities are a priority for on-site verification

activities.

Task 1 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: records and notes from the Kick-Off Meeting; a compilation of information gathered; the final Work Plan; and the updated geo-spatial data. The Contractor shall include the Task 1 Deliverable as a standalone chapter in the Final Report as defined in Task 11. DRC documents are to be provided in English and French.

Task 2: Infrastructure Assessment and Planning

Subtask 2.1: Existing Electric Distribution System Analysis

DRC Only

Based on the documents and data collected as part of Task 1, as well as the Contractor's evaluation of the quality of existing electric distribution equipment, the Contractor shall perform an analysis of the existing state of the MV and LV network including an estimate of the percent of the existing system that will require repair or reconstruction costs for each segment of the electric distribution system within the concession areas in the Host Country.

The Contractor shall also note any significant investment requirements needed to improve substation components. This may include investments required to improve power quality, reliability, or data acquisition and control, such as additional power transformer capacity, improved protection devices, and upgraded metering systems. The Contractor shall summarize all findings and recommendations in the "Existing Electric Distribution Analysis Report".

Subtask 2.2: Mining Energy Demand Forecast

DRC Only

Using publicly available data and information collected as part of Task 1, the Contractor shall conduct a detailed survey of existing and prospective critical minerals mining projects within or adjacent to the Grantee's concession areas in the Host Country that have current or anticipated U.S. or U.S.-aligned offtake agreements. The Contractor shall assess each identified project's operational status, projected development timeline, and anticipated energy consumption profile.

Based on this survey, the Contractor shall develop an energy demand forecast over the course of the concession period, presented as an annual schedule of projected electricity demand in MW and MWh. The forecast shall account for phased ramp-up of mining operations, seasonal variability where applicable, and the distinction between anchor demand from large-scale mining operations and incremental demand from associated downstream processing or logistics activity.

The Contractor shall summarize all findings, methodology, and demand projections in the "Mining Energy Demand Forecast Report," which shall include a prioritized list of mining projects by anticipated energy demand and a consolidated demand curve to inform generation and distribution planning under Subtasks 2.3 and 2.4.

Subtask 2.3: Electrification Expansion Plans

Zambia

Within the boundaries of the Grantee's concession areas in the Host Country, as defined under Task 1, and considering the current extent of electric distribution infrastructure within each concession area, the Contractor shall evaluate electrification expansion options and develop an electrification expansion plan. The electrification expansion plan will present a schedule of feeder construction and reconstruction accompanied by an annual schedule of medium and low voltage (MV and LV) construction plans. The proposed expansion plan will present the project selection criteria that are used to prioritize projects to support a 4-year electrification expansion plan including MV line extensions, transformer placements, customers electrified and connection targets.

The Contractor shall develop cost estimates for distribution line, distribution transformers, protection devices, service connections and meters, and other line devices that are likely to be installed to support the Grantee's expansion program. The cost estimates shall be based upon recent large-scale electrification programs in Sub-Saharan Africa and from the Contractor's direct electrification design and construction experience, as appropriate, creating a Bill of Quantities (BOQ) per electrification project packages.

The expansion plan shall present specific projects prioritized for implementation with project characteristics defined in terms of length of MV extensions, LV lengths in km, number and capacity of transformer requirements, connection targets and other line devices that may be required. The prioritization plan shall consider least-cost electrification methods to reach the largest number of new customers in the most economical fashion.

DRC

Based on information made available by the Grantee as well as information collected as part of Task 1 and Task 2, the Contractor shall develop a preliminary least cost electrification plan utilizing modern electrification planning data such as night light penetration and geospatial structure mapping and software such as GIS and line routing algorithms. The Contractor shall develop a GIS file that includes MV and LV line routings, pole, transformer, and substation locations and a bill of quantities for full electrification of the proposed concession areas. In addition, the Contractor shall prepare a cost estimate for achieving 100% electrification in the proposed concession areas.

Subtask 2.4: New Generation and Rehabilitation Plans

DRC only

For a maximum of five hydropower generation projects identified in the Host Country as candidates for greenfield construction and/or rehabilitation and as being within 50km of the proposed concession areas, , the Contractor shall review all available design documentation and construction records, conduct site visits to assess asset condition and/or site suitability for greenfield construction, and create a prioritized list of projects suitable for supplying electricity to the proposed concession areas along with their key characteristics, such as potential capacity, estimated capacity factor, estimated capex costs, susceptibility to flooding, and proximity to known biodiverse areas and/or other environmental and social risk-prone areas.

Task 2 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: the Existing Electric Distribution Analysis Report, Mining Energy Demand Forecast Report, the Electrification Expansion Plans and BOQs, and the New Generation and Rehabilitation Plans. The Contractor shall include the Task 2 Deliverable as a standalone chapter in the Final Report as defined in Task 11. DRC documents are to be provided in English and French.

Task 3: EPC Tender Documentation Templates

Zambia Only

The Contractor shall develop the EPC tender documents for project activities including electric distribution network rehabilitation projects and electrification expansion projects following a FIDIC red book methodology. The Contractor shall specifically:

- Develop technical requirements and specifications for the EPC tender documents, including but not limited to:
 - Commercial requirements for the EPC Contract including payments, insurance, permits, guarantees, security, letter of credit, performance guarantee, etc.;
 - Legal and regulatory checklist to ensure compliance with relevant laws and regulations the Host country;
 - Bidder instructions; and
 - Schedule for EPC Contract.
- Develop EPC tender evaluation criteria, requirements and process.

The Contractor shall also develop an EPC contract template to be used by the Grantee during the course of the execution of its electrification plan. The contract template should include the following:

- General conditions of the EPC Contract,
- Particular conditions of the EPC Contract,
- EPC appendices;
- EPC Contractor technical requirements and performance outputs

- EPC environmental and social standards and requirements (that align to the Grantee’s policies); and
- EPC safety standards and requirements (that align to the Grantee’s policies)

The Contractor shall meet with the Grantee and other relevant stakeholders to review the draft EPC tender documents and to make any revisions as necessary.

Task 3 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: the draft EPC tender documents and EPC contract template. The Contractor shall include the Task 3 Deliverable as a standalone chapter in the Final Report as defined in Task 11.

Task 4: Economic and Financial Analysis

Zambia Only

The Contractor shall prepare economic, and financial analyses of the Project, taking into account the plans and cost estimates developed in subtask 2.3, as well as existing credit and equity market conditions (e.g. product availability, terms, and costs of capital). The analyses shall include the following:

Subtask 4.1: Market Demand and Economic Analysis

The Contractor shall assess the market demand for Zambia investment projects. The estimates shall include short- and long-term demand and growth forecasts for both industrial (mining and non-mining) and residential customers in target locations.

The Contractor shall prepare a sensitivity analysis of base-case, optimistic, and pessimistic capital and operating cost scenario estimates in the Host Country, utilizing the Life Cycle Cost Analysis (“LCCA”) methodology, to support the investment case for the utility investment and operations plans developed in subtask 2.3.

The LCCA performed by the Contractor shall include required return, all capital and operating expenses, and decommissioning costs, including but not limited to the fully functioning equipment, installation, grid connection, and forecasted annual O&M costs. The LCCA shall examine the total initial capital costs to plan, design, develop, and build each recommended investment, and shall also include a detailed analysis of the costs associated with the long-term operation of the investments, which includes maintaining the facilities, equipment, and other assets financed as part of the Project. Such costs shall include, but are not limited to, warranties, operation, maintenance, acquisition, installation, refurbishment, and disposal costs that could be encountered throughout the life of the Project. The analyses shall cover a 25-year timeframe and include net present value (“NPV”), payback period, and an internal rate of return (“IRR”) projection.

The Contractor shall analyze operating costs and expenses based on assumptions consistent with

similar projects regarding materials and supplies. Outsourced services, labor, taxes, other operating expenses, and cost of labor. Prior to the completion of these Terms of Reference, the Contractor shall validate the LCCA as needed to prepare the LCOE estimate.

The Contractor shall prepare an economic analysis that summarizes the direct and indirect economic benefits of the project and summarize the economic benefits and economic rate of return (ERR). The ERR should estimate net positive impacts on employment, electrification, community development, and other economic and social indicators. This should be consistent with the minimum standards required by potential international financial lenders.

Subtask 4.2: Financial Model and Analysis

The Contractor shall prepare a bankable financial model for the Host Country with relevant inputs for the Project as determined by previous tasks in the Terms of Reference. The Contractor's financial model shall follow a typical industry format and be configured to capture relevant monetary and commercial variables for the Project. The Contractor's baseline assumptions for the model shall be populated by costs and outcomes resulting from the Terms of Reference and industry benchmarks.

The Financial model shall integrate the Contractor's technical findings, schedule information, and costs including costs of capital, developed from the Terms of Reference and industry benchmarks. Estimated costs resulting from previous tasks in the Terms of Reference will be integrated into the model, as well as any expected development costs available. At a minimum, the model shall incorporate and clearly document:

- Demand and connections: projection of customer connections and electricity demand over time, by segment and geography, based on the electrification rollout defined under subtask 2.3;
- Capital expenditure: phased investment profile derived from the expansion and rehabilitation plans under subtask 2.3, including application of appropriate unit cost assumptions
- Losses and collections: assumptions for technical and commercial losses, and collection efficiency, reflecting current conditions and expected improvements; and
- Operating costs: operating expenditure consistent with best practices for utility operating costs.

Where bottom-up data is not available, the Contractor may apply reasonable assumptions and benchmarks, provided these are clearly justified and, where possible, calibrated to available project data and outputs from preceding tasks.

The model shall translate these inputs into projected revenues, costs, and cash flows over the study period, with all outputs directly traceable to the underlying assumptions. The objective of the model is to support a credible assessment of project viability and investment requirements.

The delivered financial analysis shall be presented in pro-forma spreadsheets of a 25-year operating period in each country for the Project or the timeline required under the anticipated concession periods. The modeling and analysis shall cover the following topic areas:

- Income Statement;
- Cash Flow Statement;
- Balance Sheet;
- Financial Performance, including:
 - Debt/equity ratio and sources of finance;
 - Blended finance participation and projections;
 - Tariff model and methodology including cost recovery targets;
 - Debt service coverage ratio;
 - Internal rate of return (“IRR”); and
 - Return on equity (“ROE”).

Subtask 4.3: Tariff Model

Based on the findings of the previous subtasks, the Contractor shall develop tariff models for the planned electric distribution operations in the Host Country. The tariff models shall be developed in a manner consistent with the standards and regulations of the Host Country and shall be in the proper format to be submitted for approval to the appropriate regulatory bodies in the Host Country. The tariff model for the Host Country shall be cost-reflective but shall also indicate the level of subsidies required to reach expected willingness/ability to pay. The Contractor shall work with the Grantee to define important characteristics of the tariff model for the Host Country, including but not limited to the number of different rate schedules to offer (potentially including, but not limited to, different residential, commercial, and industrial rate schedules) and customer behaviors to incentivize or discourage through features of different rate schedules (potentially including, but not limited to, time-of-use pricing, peak demand charges, demand response programs, and energy efficiency incentives).

Task 4 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: the economic analysis, the financial model and investment analysis report, and the tariff model. The Contractor shall include the Task 4 Deliverable as a standalone chapter in the Final Report as defined in Task 11.

Task 5: Strategic Environmental and Social Assessment (SESA) and Environmental and Social Management Framework (ESMF)

Subtask 5.1: Strategic Environmental and Social Assessment (SESA)

DRC only

The Contractor shall undertake a Strategic Environmental and Social Assessment (“SESA”) for

the electric distribution and generation projects in the Host Country in accordance with local requirements and regulations as well as environmental and social standards of potential funding agencies (e.g. IFC, USDFC, World Bank).

The purpose of the SESA shall be to provide a high-level strategic environmental and social assessment of the Project portfolio to support project preparation, structuring, prioritization, and de-risking, and to establish an environmental and social framework to guide subsequent project-level studies and approvals as individual Project components are further defined.

The Contractor's activities shall include desktop studies, targeted field verification where considered necessary, and stakeholder consultation plans at an appropriate strategic level, and engagement with relevant government authorities, utilities, and other key stakeholders in each Host Country.

The SESA shall:

- identify and characterize key environmental and social baseline conditions relevant to the proposed Project activities;
- identify environmentally and socially sensitive areas, constraints, and opportunities that may influence Project siting, design, phasing, or implementation;
- assess high-level environmental and social risks and impacts associated with the proposed distribution, electrification expansion, and generation activities;
- identify cumulative and induced impact considerations where relevant, including watershed, biodiversity, land use, and regional development interactions;
- assess strategic climate resilience, adaptation, and transition considerations relevant to the Project;
- identify high-level land acquisition, physical and economic displacement, livelihood restoration, labor and working conditions, community health and safety, stakeholder engagement, cultural heritage, and vulnerable group considerations;
- consider contextual risks relating to security, gender-based violence / sexual exploitation and abuse / sexual harassment (GBV / SEA / SH), labor influx, and social conflict where relevant;
- identify opportunities to avoid, minimize, mitigate, or offset significant environmental and social risks through strategic planning and project design optimization; and
- identify key environmental and social studies, approvals, permits, and management plans likely to be required at subsequent project development stages.

The Contractor shall, where information is available or can reasonably be developed, undertake strategic screening and assessment in relation to:

- biodiversity, protected areas, and critical habitat sensitivities;

- surface water resources, hydrology, and watershed considerations;
- climate and natural hazard vulnerability;
- land use and land tenure considerations;
- high-level soils and erosion risk;
- cultural heritage and archaeological sensitivity;
- socio-economic baseline conditions;
- stakeholder mapping and engagement considerations; and
- institutional and regulatory capacity relevant to environmental and social management.

The SESA shall include a strategic environmental and social constraints and opportunities mapping exercise and a risk screening framework to support the categorization of future Project components and to guide the scope of subsequent detailed environmental and social studies.

The primary objective of this Task is to identify environmental and social opportunities, constraints, and material risks at a strategic level, so as to improve project planning, reduce development risk, support lender alignment, and establish a clear pathway for subsequent project-specific environmental and social assessment and permitting requirements.

The Contractor shall prepare a “Strategic Environmental and Social Assessment Report”, including findings, strategic recommendations, and a roadmap identifying the likely project-level environmental and social studies and approvals that will be required as Project components advance toward implementation.

The Contractor shall evaluate the likely environmental and social implications of the principal Project typologies contemplated under the Project, including hydroelectric generation development or rehabilitation, transmission and distribution network rehabilitation, electrification expansion, substations, associated facilities, and operational utility activities. For each typology, the Contractor shall identify likely impact pathways, assess impact significance at a strategic level, and recommend high-level mitigation and management measures consistent with the mitigation hierarchy and international good practice.

As such, the Contractor’s SESA shall also include recommendations for potential design changes to reduce these impacts and reduce the amount of mitigation measures required. In addition to identifying potential adverse effects, the Contractor shall also identify positive impacts (for example, where the projects will reduce noise or air pollution) in the SESA.

Subtask 5.2: Environmental and Social Management Framework

Zambia Only

The Contractor shall prepare a draft of the Environmental and Social Management Framework (“ESMF”) for the proposed Project activities and utility operations in the Host Country. The ESMF

shall build upon the findings of the SESA and provide a practical framework for the identification, screening, categorization, assessment, management, monitoring, and reporting of environmental and social risks and impacts associated with future Project components as they are further defined and advanced toward implementation. Should the SESA be unavailable, the Contractor will use other available resources and documents to complete this task, as applicable.

The ESMF shall be designed to guide environmental and social management across the Project portfolio and support alignment with applicable national legislation and permitting requirements, as well as relevant international good practice and the environmental and social standards of potential funding institutions.

The ESMF shall include, at a minimum:

- an environmental and social screening methodology for future Project components, including criteria for identifying potential risks, sensitivities, and material impact pathways;
- a risk categorization framework to determine the level of environmental and social assessment and management required for different project typologies and risk profiles;
- guidance on the environmental and social studies, plans, and approvals likely to be required for different categories of Project activities, including, where relevant, project-specific Environmental and Social Impact Assessments (“ESIAs”), Environmental and Social Management Plans (“ESMPs”), Resettlement Action Plans (“RAPs”) / Livelihood Restoration Plans (“LRPs”), biodiversity assessments, hydrology studies, dam safety assessments, stakeholder engagement plans, labour management plans, and other specialist studies or management plans as may be required;
- principles and requirements for application of the mitigation hierarchy, including impact avoidance, minimization, restoration, and offsetting where appropriate;
- guidance on environmental and social design integration to promote early avoidance and reduction of risks during project planning and engineering;
- stakeholder engagement and grievance management requirements, including approaches for meaningful consultation with affected and interested stakeholders, vulnerable groups, and ongoing grievance management arrangements;
- labor and working conditions requirements, including worker health and safety, contractor management, worker grievance mechanisms, and alignment with international labor standards;
- community health, safety, and security management principles, including emergency preparedness, traffic and construction safety, and where relevant, security risk management and human rights considerations;
- measures to manage contextual social risks, where relevant;

- environmental management requirements relating to biodiversity conservation, water resources, pollution prevention, waste management, hazardous materials management, climate resilience, and natural resource use;
- monitoring, reporting, auditing, and adaptive management requirements; and
- institutional roles, responsibilities, capacity building needs, and implementation arrangements for environmental and social management across the Project lifecycle.

The ESMF shall also include practical screening tools, decision trees, templates, and implementation guidance to support consistent environmental and social risk management as Project components advance from concept through development, financing, construction, operation, and decommissioning where applicable.

The objective of this Task is to establish a clear and robust environmental and social management framework that supports strategic planning, lender alignment, effective risk management, and efficient progression of individual Project components toward detailed development and implementation.

Subtask 5.3: Project-Level Environmental and Social Assessment for Defined Project Components

Zambia Only

The Contractor shall undertake a full Environmental and Social Impact Assessment ("ESIA") for three Project components, as selected by the Grantee prior to the commencement of this Subtask. A Project component in this case refers to the area impacted by a 33KV feeder line of no more than 50km and the associated LV and customer connection network. The ESIA's shall be prepared in accordance with the applicable national environmental and social legislation, regulations, and permitting requirements of the Host Country, and shall concurrently meet the requirements of the World Bank Environmental and Social Framework ("ESF") and its associated Environmental and Social Standards ("ESS1–ESS10"), the World Bank Group Environmental, Health, and Safety ("EHS") Guidelines (general and sector-specific), and the requirements of other identified potential funding agencies (e.g., IFC Performance Standards, USDfC, AfDB Integrated Safeguards System) where relevant.

For Project components that are not selected by the Grantee (i.e. other feeders contemplated in the least cost electrification plan developed by the Contractor), the Contractor shall instead identify the likely environmental and social studies, permitting pathways, and management plans that will be required as those components progress toward implementation, consistent with the Strategic Environmental and Social Assessment and Environmental and Social Management Framework.

Project-level ESIA's, where undertaken, shall:

- assess project-specific baseline environmental and social conditions;
- identify and assess direct, indirect, induced, and cumulative impacts;

- evaluate feasible alternatives and design optimization opportunities;
- define mitigation and management measures consistent with the mitigation hierarchy;
- identify monitoring and reporting requirements;
- identify any associated specialist studies and management plans required (including, where relevant, resettlement planning, biodiversity studies, hydrology and aquatic ecology assessments, labor management plans, stakeholder engagement plans, and community health and safety measures); and
- support permitting and lender due diligence requirements.

For each ESIA undertaken under this Task, the Contractor shall also prepare a corresponding ESMP setting out:

- mitigation and management measures;
- environmental and social performance requirements;
- monitoring indicators and reporting arrangements;
- institutional roles and responsibilities;
- contractor management requirements;
- capacity building requirements where relevant;
- emergency preparedness and response measures where applicable; and
- implementation schedules and indicative resource requirements.

The scope and level of detail of project-level assessments and associated ESMPs shall be proportionate to the maturity, scale, and risk profile of each Project component.

The scope and level of detail of project-level assessments shall be proportionate to the maturity and definition of each Project component.

Task 5 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to:

- the Strategic Environmental and Social Assessment (SESA) Report, including strategic baseline findings, high-level environmental and social impact assessment, strategic constraints and opportunities mapping, cumulative impact considerations, climate resilience considerations, and recommended high-level mitigation and management measures;
- a strategic environmental and social risk screening and categorization framework for future Project components;
- the draft Environmental and Social Management Framework (ESMF) for application across Project activities in Zambia; and
- an Environmental and Social Action Roadmap identifying likely downstream project-specific environmental and social studies, permitting requirements, and management plans required as individual Project components advance toward implementation.
- Environmental and Social Impact Assessment(s) for three Project components in Zambia inclusive of Environmental and Social Action Plans (ESMP) and associated subplans where triggered.

The Contractor shall include the Task 5 Deliverable as a standalone chapter in the Final Report as defined in Task 11. DRC documents are to be provided in English and French.

Task 6: Assessment of U.S. Sources of Supply

The Contractor shall develop a detailed list of the likely U.S. manufacturers and suppliers of equipment and U.S. service providers that are capable of providing goods and services required for the Project. The Contractor shall discuss the project with at least three potential U.S. suppliers.

For each U.S. source of supply identified, the Contractor shall provide: (1) the business name, point of contact, address, telephone number, and e-mail address; and (2) a detailed description of the relevant goods and/or services they supply. For each U.S. source of supply identified, the Contractor shall also request and document any information received regarding: (1) the sourcing location and percentage of U.S.-sourced content for the relevant goods and/or services; and (2) the U.S. supplier's capacity and level of interest in supplying goods and/or services for the project.

Task 6 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: the U.S. Sources of Supply Report. The Contractor shall include the Task 6 Deliverable as a standalone chapter in the Final Report as defined in Task 11.

Task 7: Assessment of Development Impacts

The Contractor shall assess the development impact of the Project according to each of the social

and development indicators listed in the table below (each, an “Indicator”). The Contractor shall also highlight the developmental impact of the Project in both Host Countries. In this regard, the Contractor shall conduct distributional analyses to determine among others, the distribution of cost and benefits among Stakeholders.

In close consultation with the Grantee, the Contractor shall establish baseline measurements for each Indicator. The Contractor shall establish an anticipated timeline for the achievement of each of the Indicators and determine how the Indicators will be monitored and measured once the Project moves to implementation. During the course of the Study, the Contractor shall update the selected Indicators and their anticipated measurable outcomes based on the findings and recommendations from the Study.

The Contractor shall incorporate the baseline analysis and adjust the findings, as needed, to explain how the Project will directly impact development in both countries. The Indicator listed in the table below and updates thereto will be used to monitor the progress of the Project and expected timeframes for achievement of anticipated outcomes.

Indicators reported in the Contractor’s development impact assessment shall include the following:

Sector	Category	Indicator	Definition	Measure	Baseline Figure	Anticipated Figure
Energy & Power	Infrastructure Development and Efficiency Gains	Increased Access to Electricity	Number of people provided access to power through new or expanded generation or improved transmission or distribution systems.	Number of households	0	Total households: 625k (90k Zambia for pilot, 335k for full JV area; 200k DRC)
Energy and Power	Infrastructure Development and Efficiency Gains	New Energy Capacity	New energy generated (new installed capacity and new energy provided).	MW	0MW	Total 250 MW (40MW Zambia; 210MW DRC)

Task 7 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task,

including but not limited to: the Development Impact Assessment Report. The Contractor shall include the Task 7 Deliverable as a standalone chapter in the Final Report as defined in Task 11.

Task 8: Stakeholder Workshops

The Contractor shall coordinate with the Grantee to organize and present findings and lessons learned at no more than three in-person Stakeholders Workshops in order to showcase results, discuss progress, and solicit feedback on the project development and execution process. The Contractor shall work with the Grantee to identify relevant stakeholders to invite, likely to include personnel from the Host Country governments, electric distribution and generation companies in the Host Countries, and current and prospective project financiers. The Contractor shall participate in the Workshops to the extent requested by the Grantee. The Contractor shall prepare a report summarizing outcomes, action items, and outstanding questions from the Stakeholders Workshops, in addition to preparing meeting minutes. Stakeholder workshops in the DRC are to take place in French.

Task 8 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: the Stakeholders Workshops Reports and meeting minutes. The Contractor shall include the Task 8 Deliverable as a standalone chapter in the Final Report as defined in Task 11.

Task 9: Draft Legal Documentation

In consultation with the Grantee, the Contractor shall produce draft versions of certain definitive agreements and other legal documents, the list of which shall be determined and finalized by the Grantee. The Grantee shall provide the Contractor with an update on the status of all definitive agreements and the specific work needed as part of the Kick-Off Meeting. As requested by the Grantee, the Contractor shall review precedents and procedures for preparing each definitive agreement and shall identify and detail any additional steps necessary for the Grantee to complete. The Grantee may request that the Contractor review and comment on any additional legal or regulatory requirements and agreements which the Grantee may have entered into related to this Project, without exceeding the specific amount of time budgeted to this Task.

The Contractor shall verify that all documentation it prepares and/or reviews meets all applicable legal and regulatory requirements.

The list of definitive agreements and legal documents to be drafted may include, but is not limited to, the following:

- PPP, JV, and concession documents;
- Draft operating and Power Purchase Agreements (PPA);
- Government guarantees (financial and performance);
- Asset transfer and/or lease agreements;

- Power Import-Export Agreements; and
- Lender documentation

Task 9 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: copies of all draft definitive agreements produced as well as any other relevant legal work performed. The Contractor shall include the Task 9 Deliverable as a standalone chapter in the Final Report as defined in Task 11. DRC documents are to be provided in English and French.

Task 10: Business Plan

The Contractor shall prepare an exhaustive time-phased business plan for each Host Country for the Project that integrates investment requirements in grid infrastructure and investment in utility facilities including buildings, vehicles, tools, equipment linked to the financial model in order to evaluate tariff requirements and sequencing, working capital requirements, approvals and permitting milestones, and sustainability risks, challenges, and mitigations. The business plan shall include a schedule and timeline for Project implementation. The schedule and timeline shall be presented in a Gantt chart format. The business plan shall include a detailed description of each implementation milestone and identify all steps that the Grantee needs to take to implement the Project after completion of the Activity.

Task 10 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, (iii) electronic copies of all data, documentation and original source files for such Deliverable, and (iv) all findings and all work product created in connection with this Task, including but not limited to: the Business Plan. The Contractor shall include the Task 10 Deliverable as a standalone chapter in the Final Report as defined in Task 11.

Task 11: Final Report

The Contractor shall prepare and deliver to the Client and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (the “Final Report”), which must conform to the requirements under Clause I of the Mandatory Contract Clauses (as defined in Annex II). The Contractor shall organize the Final Report into chapters and sections with clear labels corresponding to each of the above Tasks and Subtasks of these Terms of Reference, and the Contractor shall include in the Final Report all Deliverables and other documents that have been provided to the Client under these Terms of Reference. The Contractor shall incorporate into the Final Report, as applicable, (i) all of the findings, recommendations and conclusions related to the Activity under these Terms of Reference, and (ii) all other documents, analyses, reports and/or work product provided pursuant to the Tasks and Subtasks noted above, in each case clearly organized and labeled according to each Task and Subtask under these Terms of Reference. The Contractor shall also include an executive summary to the Final Report as a whole, and provide a summary for each Task under these Terms of Reference.

Before completing and delivering the Final Report to the Client or USTDA, the Contractor shall prepare a draft Final Report in accordance with the instructions in the above paragraph and deliver the draft Final Report to the Client for review and discussion. Once the Client has provided comments and revisions to the draft Final Report, the Contractor shall make the necessary changes and modifications to the draft Final Report, it being understood that the Contractor shall not make any changes or modifications that are inconsistent with any of these Terms of Reference.

Prior to submission of the Final Report to the Client or USTDA, the Contractor shall mark all export-controlled information in the confidential version of the Final Report and exclude any such information from the public version of the Final Report.

Task 11 Deliverable: The Contractor shall prepare and deliver the Final Report to the Client and USTDA. The Final Report shall be prepared in English and French.

Annex II

USTDA Mandatory Contract Clauses

A. Grant Agreement; Subcontracts; USTDA Mandatory Contract Clauses Controlling

The Contract Parties acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency (“USTDA”) under the Grant Agreement between the Government of the United States of America, acting through USTDA, and Anzana Electric Group Limited (the “Client”), dated as of _____ (the “Grant Agreement”). Terms used but not defined in this Contract shall have the meanings as set forth in the Grant Agreement. The Client has selected _____ (the “Contractor”) to perform the feasibility study (the “Activity”) related to the proposed expansion of electricity distribution infrastructure and generation capacity in key mining regions (the “Project”) located in the Democratic Republic of the Congo and the Republic of Zambia (together, the “Host Countries”, and each a “Host Country”). Each of the Client and the Contractor is referred to herein as a “Contract Party”, and collectively as the “Contract Parties”.

Except as otherwise expressly provided herein, (i) all work performed under this Contract must be performed either by the Contractor or otherwise by a Subcontractor (as defined below) pursuant to a Subcontract (as defined below), and (ii) all Subcontracts entered into by the Contractor that are funded or partially funded with Grant Funds must be in writing and must include these USTDA Mandatory Contract Clauses (these “Mandatory Contract Clauses”), other than for Clauses B, G, H, I, J and S. Upon USTDA’s request, the Contractor shall provide USTDA with a copy of each Subcontract that it enters into, along with an English translation of any such Subcontract that is executed in a language other than English, which translation must be certified by the Contractor as being complete and accurate. For purposes of this Contract, (a) the term “Subcontractor” means any individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement, whether written or oral, with the Contractor for the performance of any part of the Activity, and (b) the term “Subcontract” means any such contract, purchase order or other agreement entered into between the Contractor and a Subcontractor.

In addition, (i) in the event of any inconsistency or conflict between the terms and provisions of the Grant Agreement and those of this Contract or any Subcontract hereunder, the Grant Agreement shall be controlling, and (ii) in the event of any inconsistency between the terms and provisions of these Mandatory Contract Clauses and any other terms and provisions of this Contract or any Subcontract hereunder, these Mandatory Contract Clauses shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

USTDA will not authorize the disbursement of Grant Funds until this Contract conforms to modifications required by USTDA (if any) during the Contract review process and this Contract has been formally approved by USTDA. To perform this review in a timely fashion, USTDA must

receive from either the Client or the Contractor an English language version of a final negotiated draft version of the Contract (in an editable electronic format) sent to the email address listed in Clause M below, or to such other email address as specified by USTDA.

(2) USTDA Not a Party to This Contract

- (a) The Contract Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under this Contract, including, but not limited to: (i) the right to approve the terms of this Contract and amendments to this Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to this Contract or any Subcontract funded under the Grant Agreement, (ii) the right to require the Contract Parties to suspend performance of the Terms of Reference upon reasonable prior written notice to the Contract Parties, and any further work performed in connection with the Terms of Reference following the Contractor's receipt of such written notice and prior to USTDA issuing a written notice lifting the suspension, will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 for cause upon reasonable prior written notice to the Contract Parties, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of this Contract in the event that (A) the Contractor or any Subcontractor fails to comply with the Terms of Reference or the terms and conditions of this Contract (including these Mandatory Contract Clauses), or (B) this Contract and/or the Activity is terminated, and the amount of Grant Funds disbursed to the Contractor prior to such termination exceeds the value of the work performed under this Contract in accordance with its terms, as determined by USTDA in its sole discretion. The Contract Parties shall comply with all written notices, instructions and requests issued by USTDA in connection with USTDA's exercise of its rights under this Clause B(2).
- (b) The Contract Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Activity and will not be construed as making USTDA a party to this Contract. The Contract Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any Subcontract, jointly or separately, and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort or otherwise, to the Contract Parties or the parties to any Subcontract. Any approval or failure to approve by USTDA will not bar the Client or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

- (c) The Contract Parties shall not sue or join any action seeking compensation from, and shall not participate in and shall withdraw from, any action seeking compensation from the Government of the United States of America, or any of its departments or agencies, arising in connection with the Activity.
- (d) The Contract Parties acknowledge and agree that USTDA is a third party beneficiary to this Contract and is entitled to the rights and benefits hereunder and may enforce the provisions of this Contract as if it were a party hereto. No person, other than the Contract Parties hereto and USTDA, has any rights or remedies under this Contract.

(3) Implementation Letters

To assist the Client and the Contractor in the efficient performance of the Activity, USTDA may from time to time issue one or more implementation letters (“Implementation Letters”) to provide additional, modified or updated information about matters covered by this Contract and/or to make modifications or clarifications to the terms and provisions herein (any such information or modification, as applicable, a “Change”). Without limiting the generality of the foregoing, USTDA may issue Implementation Letters containing one or more Changes, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1), (b) extend the availability period of Grant Funds set forth in Clause K(2), (c) update the fiscal data set forth in Clause M, (d) update a Party’s address of record or point of contact, (e) make non-material modifications or clarifications to the Terms of Reference, (f) grant conditional waivers of USTDA’s rights pursuant to Clause 16 of the Contract, (g) modify the list of personnel specified in Annex III of this Contract, and (h) correct scrivener’s errors. Notwithstanding the provisions of Clause 15 and Clause J of this Contract, upon receipt of an Implementation Letter from USTDA, if and to the extent each Contract Party assents to the Change set forth in such Implementation Letter, such Contract Party shall promptly notify the other Contract Party and USTDA of such assent by email in accordance with Clause 19 and Clause M, as applicable, and such Change will be deemed incorporated into the terms and provisions of this Contract without the need for any further action by either Contract Party or USTDA. The Contract Parties and USTDA may also use jointly agreed upon Implementation Letters, executed by each Contract Party and by USTDA, to confirm, clarify, modify and/or record their mutual understanding of matters covered by this Contract.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree in writing, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under any Grant Agreement.

- (A) All legal entities who perform any part of the Activity as the Contractor or a Subcontractor shall be U.S. Firms.
- (B) All natural persons who perform any part of the Activity as the Contractor or a Subcontractor, or as an employee of the Contractor or of a Subcontractor, shall be either (i) U.S. citizens, or (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States.

- (C) Notwithstanding the provisions of Articles (A) and (B) above, up to thirty percent (30%) of the Grant Funds may be used to pay for work performed in connection with the Activity by:
- (1) any Subcontractor organized under the laws of either (i) the Host Country or (ii) any Target Country; and
 - (2) any natural person working as (a) a Subcontractor, or (b) an employee of the Contractor or of a Subcontractor, as long as such natural person is either (i) a citizen of the Host Country or a Target Country, or (ii) lawfully authorized to work, or admitted for permanent residence, in the Host Country or a Target Country.
- (D) Except for goods and services incidental to Activity support (*e.g.*, local lodging, food and transportation in the Host Country or a Target Country), goods purchased for the performance of the Activity and associated delivery services (*e.g.*, international transportation and insurance) shall have their nationality, source and origin in the United States.
- (E) “U.S. Firm” means either (1) or (2) below.
- (1) A private-sector for-profit legal entity or partnership organized under the laws of the United States, with its principal place of business in the United States, and which satisfies either (a) or (b) below.
 - (a) It is more than fifty percent (50%) owned or controlled by (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.
 - (b) It (i) has been organized under the laws of the United States for more than three years prior to either (x) the date on which the initial proposal in respect of the Activity is received by USTDA, or (y) the date on which the Contractor submits its bid in response to USTDA’s request for proposals in connection with the Activity, as applicable, (ii) has performed similar services in the United States for such three- year period, (iii) employs U.S. citizens in more than half of its permanent full-time positions in the U.S., and (iv) has the existing capability in the United States to perform the work in question.
 - (2) A nonprofit organization that is organized under the laws of the United States and managed by a governing body, a majority of whose members are (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

- (F) “Target Country” means a country, other than the Host Country, (i) that is an integral part of the Project’s scope and (ii) whose local labor is required for work to be performed in connection with the Activity. A Project may have one or more Target Countries.

D. Recordkeeping and Audit

The Contractor shall, and shall require its Subcontractors receiving Grant Funds to, maintain in accordance with generally accepted accounting procedures all books, records and other documents (including without limitation all bank statements, and receipts or proofs of purchase for all goods and services acquired in connection with the Activity) sufficient in form, content and level of detail to properly reflect all transactions and disbursements under or in connection with the Activity and this Contract. Such books, records and other documents shall clearly identify, track and describe the use and expenditure of Grant Funds separately from other funding sources. Such books, records and documents must be maintained during the period of performance of work commencing on the Effective Date, and continuing until the date that is three (3) years following the final disbursement of Grant Funds by USTDA. The Contractor shall, and shall require its Subcontractors receiving Grant Funds to, (i) afford USTDA or its authorized representatives the opportunity at reasonable times for inspection and audit of such books, records and other documents, and (ii) in the event of an audit of such books, records and other documents, reasonably cooperate with, and promptly respond to information requests from, any USTDA-appointed auditors.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. § 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference laws, including (without limitation) the Cargo Preference Act of 1954, 46 U.S.C. § 55305.

F. Workman’s Compensation Insurance

The Contractor shall provide adequate workman’s compensation insurance coverage for work performed under this Contract.

G. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant Funds will be made only after USTDA approval of this Contract. Any work performed by the Contractor or any Subcontractor in connection with the Activity prior to USTDA's approval of the Contract will be at the Contractor's risk.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant Funds to the Contractor is included in this Contract under Clause 3. Such payment schedule must conform to the following USTDA requirements: (a) the Contractor must provide reasonable justification for the amount of the mobilization payment, which in any event may not exceed ten percent (10%) of the total Grant Funds without the prior written approval of USTDA; (b) all other payments, with the exception of the final payment, must be based upon completion of one or more Tasks under the Terms of Reference as set forth in Clause 3; and (c) the final payment must be no less than fifteen percent (15%) of the total Grant Funds amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(4)(c) below.

(3) Invoice Approval Procedures

The Contractor shall submit mobilization and performance milestone payment Invoices meeting the requirements set forth in Clause G(4) to the Client for approval prior to submitting any such Invoice to USTDA for payment. The Client shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice, complies with the Terms of Reference and these Mandatory Contract Clauses. All Invoices must be submitted to the attention of the Finance Department by email to invoices@ustda.gov. The Contractor will receive instructions on submitting the final invoice once USTDA has accepted the Final Report and no additional revisions are required.

(4) Invoice Requirements

For purposes of this Contract, the term "Invoice" means any invoice submitted (or to be submitted) to USTDA by either the Client or the Contractor for payment of Grant Funds. USTDA will make all disbursements of Grant Funds directly to the Contractor. The Contractor must provide USTDA with an Oracle Supplier Request Form (available from USTDA) with the first Invoice. Either the Client or the Contractor may request disbursement of Grant Funds by USTDA to the Contractor for performance of the Terms of Reference by submitting the following to USTDA:

(a) Contractor's Invoice

The Invoice from the Contractor shall include reference to the applicable Deliverable(s) (as defined in Annex I of this Contract) or other performance milestone(s) listed in the Contract payment

schedule, the requested payment amount for mobilization and milestone payment Invoices, and an appropriate certification to USTDA by the Contractor, as follows:

(i) For a mobilization payment (if any):

“As a condition for this mobilization payment, the Contractor certifies to USTDA that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(ii) For Contract performance milestone payments:

“The Contractor certifies to USTDA that it has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(iii) The Contractor will receive instructions on submitting the final invoice once USTDA has accepted the Final Report and no additional revisions are required. For the final Invoice, the Contractor shall submit an Invoice with reference to the applicable Final Report Deliverable (as defined in Annex I of this Contract), the requested payment amount, and the fiscal data set forth in Clause M.

(b) Client’s Approval of the Contractor’s Invoice

(i) The Invoice for a mobilization payment must be approved in writing by the Client on the Invoice or separately.

(ii) For Contract performance milestone payments, the following certification to USTDA by the Client must be provided on the Invoice or separately:

“The Client certifies to USTDA that the services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions, including the USTDA Mandatory Contract Clauses contained therein, and the terms and conditions of the USTDA Grant Agreement.”

(5) Payment Disclaimer

The Contract Parties understand and agree that payment by USTDA of an Invoice does not constitute (a) acceptance or approval by USTDA, whether express or implied, of (i) any materials, Deliverables, reports or other documents prepared or delivered by the Contractor or any Subcontractor, or (ii) any work performed under the Terms of Reference or otherwise by the Contractor or any Subcontractor, in each case, in connection with the Activity, or (b) confirmation or agreement by USTDA, whether express or implied, as to whether any work performed by the Contractor or any Subcontractor in connection with the Activity has been performed in accordance with the terms and conditions of this Contract, including the Terms of Reference or these Mandatory Contract Clauses.

H. Termination

(1) Effect of Termination

In the event that this Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, the Contractor will be eligible for payment for the value of the work performed pursuant to the terms of this Contract prior to such termination; provided, however, that any such eligibility is subject to (a) compliance by the Contractor with the terms and conditions of this Contract (including the Terms of Reference and these Mandatory Contract Clauses), and (b) USTDA approval, which may be granted or withheld in USTDA's sole discretion. Likewise, in the event of such termination, USTDA may be entitled to receive a refund of Grant Funds from the Contractor pursuant to Clause B(2)(a). For the avoidance of doubt, in no event will any such termination relieve either Contract Party from any liability or obligation under this Contract arising prior to the effective date of such termination.

(2) Survivability

The obligations of the Contract Parties arising under the Surviving Clauses (as defined in the main body of this Contract), as well as Clauses A, B, D, G, H, N, Q, R and S of these Mandatory Contract Clauses, in each case, shall survive the termination of this Contract.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the final Task of the Terms of Reference.

(2) License to Utilize Final Report

The Client hereby grants to the Government of the United States of America a fully paid-up, irrevocable, perpetual, non-transferrable, worldwide, royalty-free, non-exclusive license to use the Final Report and all Deliverables and other work product associated with the Activity. The Client and Contractor each understand and agree that the Public Version of the Final Report shall be made

publicly available by USTDA. Mention of this license shall be included in the inside cover page of the Final Report as described in Section I(4)(b) below.

(3) Final Report Submission Requirements

The Contractor shall provide the following documents and materials to USTDA collectively as one single submission:

(a) One complete electronic copy of the Final Report for USTDA's internal records in a single commonly accessible read-only file (such as PDF), as well as any supporting documents as required by the Terms of Reference. This version of the Final Report must be in the English language and must be approved by the Client in writing. It is the responsibility of the Contractor to ensure that Confidential Information (as defined in the main body of this Contract), if any, contained in this version of the Final Report is clearly marked (any version containing such Confidential Information, a "Confidential Version"). USTDA will maintain the confidentiality of such Confidential Information, subject to and in accordance with applicable U.S. law. The Contractor shall name the Confidential Version of the Final Report in accordance with the requirements of Clause I(4)(c) below.

(b) One electronic copy of the Final Report suitable for public distribution (the "Public Version"), in a single commonly accessible read-only file (such as PDF), as well as any supporting documents as required by the Terms of Reference that are deemed to be suitable for public distribution. The Public Version must be in the English language and must be approved by the Client in writing. As the Public Version will be available for public distribution, it must not contain any Confidential Information. It is the responsibility of the Contractor to ensure that no Confidential Information is contained in the Public Version of the Final Report. If the complete version of the Final Report submitted under Clause I(3)(a) above contains no Confidential Information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective U.S. equipment and service providers. The Contractor shall name the electronic file containing the Public Version, which filename must satisfy the requirements of Clause I(4)(c) below. The Contractor acknowledges and understands that, notwithstanding any other provision in this Contract, the Public Version will be publicly available and in the public domain.

(c) The copy of the Terms of Reference in its entirety with each requirement annotated with the page number of the Final Report in which the requirement is met ("Crosswalk").

(d) The Contractor's certification regarding completion of the Final Report pursuant to the Terms of Reference shall be included as a separate document included along with the Final Report submission which states:

"The Contractor certifies to USTDA that it has completed all work described in the Terms of Reference in accordance with the terms of its Contract with the Client. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the

Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(e) The Client's certification that the Client has approved the Final Report shall be included as a separate document along with the submission of the Final Report to USTDA which states:

"The Client certifies to USTDA that the Contractor has performed all work satisfactorily, in accordance with applicable Contract provisions, including the USTDA Mandatory Contract Clauses contained therein, and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client."

(f) A completed Final Report submission checklist form, noting all documents that are part of the Final Report submission. This form will be provided by USTDA.

(g) The Final Report (both Confidential and Public Versions), the Crosswalk, Final Report submission checklist, Contractor's certification of the Final Report completion, and certification of the Client's approval of the Final Report shall all be submitted to USTDA via a web-based portal.

The Contractor will receive instructions on submitting the final invoice once USTDA has accepted the Final Report and no additional revisions are required.

(4) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains Confidential Information, the Contractor shall label the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall label the front cover of the Public Version of the Final Report with the term "Public Version". The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain (i) USTDA's logo, USTDA's address, and USTDA's mission statement, (ii) a written statement from the Client affirming that the Client has granted a license in connection with the Final Report to the Government of the

United States of America as set forth in Clause I(2), and (iii) in the case of any Public Version of the Final Report, the Contractor shall include the term “Public Version” on such page, along with the following language:

“Each of the Contractor and the Client certify to USTDA that this document contains the Public Version of the Final Report and that all contents are suitable for public distribution.”

(c) Unless otherwise specified in the Terms of Reference, any electronic file containing any version of the Final Report or any other associated documents must be submitted to USTDA in a commonly accessible, machine readable, read-only format (such as .pdf format). The Contractor shall create a filename for any such electronic file that includes (in the following order, separated only by hyphens, no spaces): (i) the name of the Host Country, (ii) the USTDA Activity number set forth among the fiscal data in Clause M, and (iii) the document type, such as Final-Report. In the case of any electronic file containing a Confidential Version of the Final Report, the Contractor shall include the term “Confidential” at the end of such filename. In the case of any electronic file containing the Public Version of the Final Report, the Contractor shall include the term “Public” at the end of such filename.

(d) The Contractor and any Subcontractors that perform work pursuant to the Contract must be clearly identified in the Final Report. Business name, point of contact, address, telephone and email address shall be included for the Contractor and each Subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, must identify the availability of prospective U.S. sources of supply, including the business name, point of contact, address, telephone and email address for each prospective commercial source.

(f) The Final Report shall be accompanied by the Client’s certification that the Client has approved the Final Report, prepared and submitted in accordance with Clause G.

(5) Final Report Disclaimer

The Contract Parties understand and agree that neither USTDA’s receipt of the Final Report nor processing or payment of the final Invoice by USTDA constitutes (a) approval, validation or endorsement by USTDA, whether express or implied, of (i) the Final Report or any of its contents, or (ii) the quality, characteristics or nature of any work performed under the Terms of Reference or otherwise by the Contractor or any Subcontractor in connection with the Activity, or (b) confirmation or agreement by USTDA, whether express or implied, as to whether any work performed by the Contractor or any Subcontractor in connection with the Activity has been performed in accordance with the terms and conditions of this Contract, including the Terms of Reference and these Mandatory Contract Clauses.

J. Amendment Procedures

Consistent with the amendment provisions set forth in the main body of this Contract, all amendments, assignments or other modifications to this Contract, including the Annexes to this

Contract, will be made effective only by written instrument signed by the Contract Parties and expressly approved in writing by USTDA. Either Contract Party may submit to USTDA, at the address set forth in Clause M, a final negotiated draft version (in an editable electronic format) of any proposed amendment, assignment or other modification to this Contract for USTDA review. USTDA will advise the Contract Parties as to whether the draft instrument is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to such draft.

K. Activity Schedule

(1) Activity Completion Date

The Contract Parties' estimated completion date for the Activity is _____.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise expressly agree in writing, (a) no Grant Funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement, and (b) no Grant Funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

L. Business Practices; Conflicts of Interest

(1) Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery. For example, the Contractor and its Subcontractors shall fully comply with the requirements of the U.S. Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 *et seq.*). Each Contract Party agrees that it shall require that any Subcontractor, agent or representative hired to represent it in connection with the Activity will comply with this Clause L and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

(2) Conflicts of Interest

(a) Except as USTDA may otherwise expressly agree in writing, no Contract Party, or any employee, executive, director, officer or other staff member of a Contract Party, may either directly or indirectly engage in any activity or maintain any relationship (any such activity or relationship, a "Conflict of Interest") which might adversely affect the Activity or the rights of USTDA, including but not limited to (i) ownership of a material interest in the other Contract Party, or in any supplier, contractor, distributor, Subcontractor (other than any Subcontractor that is an affiliate of the Contractor as disclosed to USTDA in Annex III of this Contract), customer or other entity

involved in the performance of the Activity, (ii) acceptance of any material payment, service, loan, gift, trip, entertainment, favor or other thing of value from the other Contract Party, a supplier, contractor, distributor, Subcontractor, customer or other entity involved in the performance of the Activity, (iii) any employee, executive, director, officer or other staff member of one Contract Party holding a position as an employee, executive, director, officer or other staff member of the other Contract Party, or of any supplier, contractor, distributor, Subcontractor, customer or other entity involved in the performance of the Activity, and (iv) any condition or circumstance that would reasonably be expected to (A) cause one or more of the Contract Parties to be unable or potentially unable to render impartial assistance or advice, (B) impair the objectivity of the Contractor or any Subcontractor in performing the Activity, or (C) create an unfair competitive advantage for any entity wherein either Contract Party has a material interest.

(b) Neither the Client nor the employees, executives, directors, officers or other staff members of the Client may receive payment from the Grant Funds.

(c) Any Contract Party shall promptly notify USTDA of any Conflict of Interest of which it becomes aware.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following contact information and include the fiscal data listed below:

To: U.S. Trade and Development Agency
Address: 1101 Wilson Boulevard, Suite 1100
Arlington, VA 22209-2275
USA
Phone: (703) 875-4357
Email: Africa_MiddleEast@ustda.gov

Fiscal Data:

Activity No.: 2026-11011A
Reservation No.: 2026201
Obligation No.: 1131PL26GH11201

N. Taxes

The Grant Funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures or individual income taxes assessed on local Host Country staff (“Accepted Taxes”). Neither the Client nor the Contractor may seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies, other than the Accepted Taxes, to the extent that the amounts of such Accepted Taxes are included on expense receipts maintained by the Contractor in accordance with Clause D.

O. Compliance with Trade-Related Laws

The Contractor and all Subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of all work in connection with the Activity. In addition, the Contractor shall not recommend as part of the Final Report any products, commodities, components, articles or other goods for use in connection with the Project that are (i) subject to any Withhold Release Order issued by U.S. Customs and Border Protection under Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307), (ii) included on the “List of Goods Produced by Child Labor or Forced Labor” published from time to time by the U.S. Department of Labor, or (iii) otherwise restricted by the Uyghur Forced Labor Prevention Act, Pub. L. 117-78 (2021). If, at any time during the performance of the Activity, the Contractor determines in its professional judgment (consistent with recognized professional standards) that it is unable to comply with the provisions of this Clause O, the Contractor shall promptly (but in any event, within three (3) business days) notify USTDA.

P. Change of Control

For purposes of this Contract, the term “Change of Control” means the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any person, legal entity or group, of fifty percent (50%) or more of the shares of the outstanding equity securities of a Contract Party, (ii) a merger, consolidation or reorganization of a Contract Party in which such Contract Party does not survive as an independent legal entity or upon the consummation of which the holders of such Contract Party’s outstanding equity ownership interests prior to such merger, consolidation or reorganization own less than 50% of the outstanding equity ownership interests of such Contract Party after such merger, consolidation or reorganization, or (iii) a sale of all or substantially all of the assets of a Contract Party. Each Contract Party shall provide both USTDA and the other Contract Party with written notice of any anticipated Change of Control of such Contract Party prior to the effective date of such Change of Control, which notice must identify (i) the person(s) and/or legal entity (or entities) that are gaining control or ownership over such Contract Party, and (ii) the person(s) and/or legal entity (or entities) that are losing control or ownership over such Contract Party. The Contract Parties acknowledge and agree that, in order for the Activity to continue following any Change of Control, any legal entity (or entities) that are gaining control or ownership over a Contract Party must satisfy USTDA’s due diligence guidelines.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for damages that are natural, probable and reasonably foreseeable as a result of a breach of this Contract, or (ii) limit the total amount of damages recoverable to an amount less than the total amount of Grant Funds actually disbursed to the Contractor pursuant to this Contract. If any clause set forth in this Contract is inconsistent with either or both of these limitations, such clause will be invalid and unenforceable to the extent of the inconsistency.

R. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

S. Reporting Requirements

The Contractor shall advise USTDA as to the status of the Project at least one (1) time per year for a period of two (2) years after completion of the Activity. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and shall designate the Contractor's point of contact related to such follow-on work, including such person's name, title, address, telephone number and email address. Because this information may be made publicly available by USTDA, any Confidential Information must be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such Confidential Information, subject to and in accordance with applicable U.S. law.

APPENDIX 4

REFERENCE TASK VALUES

The amounts set forth in the table below (the “Reference Task Values”) represent USTDA’s assessment of the total value of the goods and services to be provided in connection with each individual Task. This assessment is based on expert technical analysis from the background Desk Study that was used to inform USTDA’s determination of the total USTDA grant amount, which is a fixed amount.

Reference Task Values		
Task Number & Title	Estimated Value	Percentage of Total
Task 1: Kick-Off Meeting and System Data Collection	\$291,460	10%
Task 2: Infrastructure Assessment and Planning	\$365,960	12%
Task 3: EPC Tender Documentation Templates	\$191,300	6%
Task 4: Economic and Financial Analysis	\$237,000	8%
Task 5: Strategic Environmental and Social Assessment (SESA) and Environmental and Social Management Framework (ESMF)	\$492,010	16%
Task 6: Assessment of U.S. Sources of Supply	\$93,300	3%
Task 7: Assessment of Development Impacts	\$71,400	2%
Task 8: Stakeholder Workshops	\$109,860	4%
Task 9: Draft Legal Documentation	\$832,900	28%
Task 10: Business Plan	\$102,400	4%
Task 11: Final Report	\$151,240	5%
Other Costs	\$61,170	2%
Total:	\$3,000,000	100.0%

APPENDIX 5

CRITERIA FOR WITHHOLDING APPROVAL OF THE CONTRACTOR SELECTED BY A GRANTEE FOR A GRANT ACTIVITY

USTDA advances the infrastructure goals of developing and middle-income countries by awarding grant funds to overseas project sponsors (Grantees) for project preparation activities such as feasibility studies, technical assistance, pilot projects, environmental social impact assessments and front-end engineering and design projects (Grant Activities). These grant funds, in turn, fund work conducted by a U.S. firm (the Contractor) pursuant to a contract between the Grantee and the Contractor. As the financier of the Grant Activities, USTDA must approve the Contractor selected by the Grantee to carry out a Grant Activity, as well as the sub-contractor(s) proposed by the Contractor or Grantee. For purposes of this statement of policy, the term Contractor will also include any sub-contractor(s) proposed for USTDA Grant Activities. USTDA may withhold its approval if the selected Contractor fails to demonstrate its ability to meet USTDA's standards.

USTDA has a fiduciary duty to safeguard taxpayer funds by ensuring they are used responsibly and effectively. One of the ways it does this is by attempting to ensure that the Grant Activities USTDA finances are high-quality and can contribute to the development of implementable infrastructure projects.

While USTDA cannot assume responsibility for Grantees' decisions regarding which Contractors are best suited to their needs, USTDA may withhold its approval of a Contractor proposed by a Grantee for a particular Grant Activity on the following grounds:

1. **Failure to Demonstrate the Ability to Satisfy USTDA's Requirements.** If a Contractor does not demonstrate the ability to satisfy USTDA's policy or administrative requirements, including the requirements established by the USTDA grant agreement, the mandatory contract clauses attached to the grant agreement template (the Mandatory Clauses) or other general or activity-specific USTDA requirements, USTDA will withhold its approval of the selection of that Contractor for the Grant Activity.
2. **Failure to Demonstrate the Ability to Satisfy the Technical and Substantive Requirements of the Grant Activity.** Each USTDA Grant Activity is governed by Terms of Reference (ToRs). USTDA may withhold its approval of the selection of a Contractor for a Grant Activity if the Contractor does not demonstrate that it has the technical or substantive expertise and necessary personnel to complete the ToRs and other obligations under the contract to either USTDA's or the Grantee's standards.
3. **Financial Capacity.** USTDA carries out credit screenings and investigates bankruptcy and other financial delinquencies to determine the financial health and sustainability of Contractors. If USTDA's findings indicate that the Contractor's financial health is uncertain and could put the Contractor's ability to perform its

obligations in jeopardy, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

4. **Conflict of Interest.** If the Contractor has a conflict of interest, as defined in the Mandatory Clauses, that appears likely to impair the objectivity of the Contractor or the Contractor's ability to carry out the ToRs, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.
5. **Audit Findings or Exceptions, or Failure to Meet Prior Contractual Obligations to USTDA.** USTDA may withhold its approval of the selection of a Contractor for a Grant Activity if the Contractor has received audit findings or exceptions related to other USTDA Grant Activities that suggest the Contractor will not be able to effectively carry out the ToRs or otherwise meet USTDA's contractual requirements. USTDA may also withhold its approval of the Contractor selection if the Contractor has not remitted funds that it owes to the U.S. government from the close-out of previous USTDA grant activities. Similarly, USTDA may withhold its approval of the Contractor selection if the Contractor has failed to meet USTDA's contractual requirements for other Grant Activities, including but not limited to delinquency in success fee reporting, failure to meet cost share requirements or other noncompliance with the Mandatory Clauses.
6. **Debarment.** If the Contractor has been debarred by the federal government, state or local government, or an international organization such as the World Bank, United Nations or a regional multilateral development bank, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.
7. **Violation of Standards of Conduct.** If the Contractor has violated the law or standards of professional or ethical conduct of the U.S. or other countries, particularly those related to bribery and corruption, or has otherwise demonstrated behavior that raises serious integrity concerns regarding the Contractor and/or its employees, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.
8. **Significant Negative Performance Reviews.** If the Contractor has received one or more significant negative performance reviews from U.S. government entities that suggest that the Contractor will not be able to effectively carry out the ToRs or otherwise meet USTDA's contractual requirements, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

APPENDIX 6

DRAFT USTDA MODEL CONTRACT

[Type here]

IMPORTANT NOTE

THIS DOCUMENT IS A MODEL TEMPLATE

The following is intended to be used as an example for discussion purposes only. Actual terms and conditions of a final Contract may vary significantly from the terms and conditions in this document. All provisions contained in this document are expressly non-binding, and nothing in this document will be construed as an offer to enter into a Contract subject to acceptance by any party. There is no legal or other commitment by any party as to any of the provisions in this document unless and until a formal Contract has been signed and authorized signatories of both parties and the necessary internal approvals of USTDA have been obtained, notwithstanding any oral or other statements to the contrary.

CONTRACT FOR [FEASIBILITY STUDY][TECHNICAL ASSISTANCE][OTHER ACTIVITY]

This contract for [feasibility study][technical assistance][other activity] (this “Contract”) is made and entered into by and between [full legal name of Client] (the “Client”) and [full legal name of Contractor], a United States firm organized under the laws of the State of [state] (the “Contractor”). The Client and the Contractor are each referred to herein as a “Contract Party”, and collectively as the “Contract Parties”.

WHEREAS, the Client has requested that the Contractor [prepare a feasibility study][deliver technical assistance][other activity] (the “Activity”) related to the proposed [project description] (the “Project”) located in [official name of country] (the “Host Country”), [official name of each target country (the “Target Country/ies”), and official name of countries Project will impact that are not USTDA eligible and/or are not Target Countries,] and the Contractor has agreed to perform the Activity in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Contract, the Contract Parties agree as follows:

1. Appointment

The Contractor shall perform the Activity in accordance with the terms and conditions set forth in this Contract and the following annexes (which are hereby incorporated by reference into this Contract): [Additional annexes, such as those set forth in Annexes V and VI below, may be added in appropriate cases.]

Annex I: Terms of Reference (the “Terms of Reference”) [These must be identical to the Terms of Reference in the Grant Agreement or the Client and the Contractor must provide a separate written explanation to USTDA for

approval as soon as possible and no later than at the time of Contract review.]

Annex II: USTDA Mandatory Contract Clauses (the “Mandatory Contract Clauses”) *[These must be identical to the USTDA Mandatory Contract Clauses in Annex II to the Grant Agreement.]*

Annex III: List of Personnel and Curricula Vitae

Annex IV: Reference Task Values

[Annex V: Schedule of Events]*[Include only if applicable.]*

[Annex VI: Counterpart Client Personnel, Assigned Specialists, Equipment, and Facilities to be Provided by the Client]*[Include only if applicable.]*

2. Effective Date of the Contract

Subject to Clauses B(1) and G(1) of the Mandatory Contract Clauses, this Contract shall be effective upon signature by both Contract Parties (the “Effective Date”). The Contract Parties acknowledge that the estimated completion date for the Activity is set forth in Clause K of the Mandatory Contract Clauses. *[The Effective Date should not precede the effective date of the Grant Agreement. Contracts and any amendments, including assignments and changes to the Terms of Reference, must be agreed to in writing by USTDA in order to be effective with respect to the expenditure of USTDA Grant Funds.]*

3. Payment Schedule; Use of Grant Funds

The U.S. Trade and Development Agency (“USTDA”) has made a grant of *[amount of the grant spelled out in words]* United States Dollars (US\$ *[dollar amount of grant]*) available to the Client for the Activity (the “Grant Funds”) pursuant to the Grant Agreement between USTDA and the Client, dated as of *[effective date of the Grant Agreement]* (the “Grant Agreement”). In consideration for the Contractor’s performance of the Activity, and subject to the Contractor’s performance of the Activity in accordance with the terms and conditions of this Contract (including the Terms of Reference and the Mandatory Contract Clauses), the Client shall arrange for the Grant Funds to be disbursed by USTDA directly to the Contractor in accordance with the following performance milestones:

(a) US\$ *[dollar amount of payment]*, as a mobilization payment, upon signature of this Contract and approval by USTDA. *[This amount may not exceed 10% of the total Grant Funds without prior written approval from OGC.]*

(b) US\$ *[dollar amount of payment]* upon completion of *[Specify Task(s) from Terms of Reference in Annex I.]*.

(c) US\$ *[dollar amount of payment]* upon completion of *[Specify Task(s) from Terms of Reference in Annex I.]*.

(d) US\$ [dollar amount of payment] [*This amount must not be less than 15% of the total Grant Funds.*] upon receipt and approval by USTDA of the Final Report (as defined in the Terms of Reference) in accordance with the requirements set forth in the Mandatory Contract Clauses[.][*Include the following if there are one or more go/no-go decision points among the Terms of Reference:*]; provided, however, that if the Client and/or USTDA elects not to continue the Activity after Task [*Specify Task(s) from Terms of Reference in Annex I.*] in accordance with the Terms of Reference, then the amount of this payment will be US\$ [dollar amount of payment][*The amount of the payment here should reflect the value of the Tasks that are actually completed by the Contractor prior to the no-go decision, while including a prorated additional amount to reflect a smaller final payment, and also taking into account the amount of the mobilization payment that the Contractor will have already received at that point in time.*].]

[*The above payment schedule should be based upon completion of performance milestones/Tasks from the Terms of Reference in Annex I rather than automatic chronological installments.*]

The Contract Parties understand and agree that (i) the Contract Parties shall not under any circumstances, whether directly or indirectly, use the Grant Funds, or cause or allow the Grant Funds to be used, in either case, for any purpose whatsoever other than performance of the Activity in accordance with the Terms of Reference and other terms and conditions of this Contract (including the Mandatory Contract Clauses), (ii) any breach or failure by either Contract Party to use the Grant Funds in compliance with the foregoing subclause (i) of this paragraph may result in a refund to USTDA, pursuant to Clause B(2)(a) of the Mandatory Contract Clauses, of any Grant Funds disbursed to the Contractor, and (iii) in no event will the amounts contributed by USTDA in respect of the Activity exceed the amount of the Grant Funds.

4. Invoices

In accordance with the payment schedule set forth in Clause 3 above, the Contractor shall submit Invoices, except for the final payment Invoice, to the Client for review and approval in accordance with Clause G of the Mandatory Contract Clauses. After the Client approves an Invoice and the Invoice is received and approved by USTDA, USTDA will disburse the Grant Funds directly to the Contractor in the United States. The Client shall approve or disapprove each such Invoice (including any resubmitted Invoice) within [fifteen (15)] days following Client's receipt of such Invoice. If the Client disapproves an Invoice, the Client shall so inform the Contractor in writing, specifying the reasons for disapproval in order to enable the Contractor to take appropriate corrective measures. If the Client (a) does not approve or disapprove an Invoice within [thirty (30)] days following receipt of such Invoice by the Client, or (b) disapproves an Invoice for a second time after the Contractor has taken corrective measures and resubmitted the Invoice to the Client, in either case, the Contractor shall so notify USTDA. Per Clause I(3) of the Mandatory Contract Clauses, the Contractor will receive instructions on submitting the final payment Invoice once USTDA has accepted the Final Report and no additional revisions are required.

5. Supply of Contractor and Subcontractor Personnel

The Activity shall be carried out by the Contractor and Subcontractor (as defined in the Mandatory Contract Clauses) personnel specified in Annex III. A curriculum vitae for each such person listed shall be attached to Annex III. The Contractor hereby represents that the list of personnel included in Annex III is the complete, correct and exclusive list of all personnel [*The word “key” may only be included here with AGC approval, and is only appropriate when the list of personnel would otherwise be impracticably long due to the nature of the particular Activity, such as due to the inclusion of a large number of unskilled laborers constructing a pilot project, etc. Listing only “key” personnel is not the default and should not often be the case.*] of the Contractor and each Subcontractor who will be utilized to perform the Activity. Any changes in the list of Contractor and Subcontractor personnel must be made in accordance with Clause 6 below.

6. Modifications to the List of Contractor and Subcontractor Personnel

(a) No changes may be made in the personnel specified in Annex III without the express prior written approval of both the Client and USTDA. If the Contractor seeks to replace or add any Contractor or Subcontractor personnel under this Clause 6, the Contractor shall provide USTDA with (i) a written explanation for such proposed replacement or addition, and (ii) a curriculum vitae for any person proposed as a replacement or addition. If the Contractor seeks to replace any Contractor or Subcontractor personnel specified in Annex III, the Contractor shall, or in the case of Subcontractor personnel, shall cause the applicable Subcontractor to, provide a replacement of equivalent or superior qualifications. If the Contractor seeks to replace or add any Subcontractor, the Contractor shall provide USTDA with (A) a written explanation for such proposed replacement or addition, and (B) any due diligence documentation required by USTDA in respect of the Subcontractor proposed as a replacement or addition.

(b) If any person specified in Annex III is found by the Client to be unsuitable or incompetent in discharging such person’s assigned responsibilities, then upon the written request of the Client, the Contractor shall, or in the case of Subcontractor personnel, shall cause the applicable Subcontractor to provide a replacement in accordance with this Clause 6 within a reasonable period of time.

(c) Any additional costs incurred by reason of any such replacement and/or addition of Contractor or Subcontractor personnel or Subcontractors pursuant to this Clause 6 will be at the expense of the Contractor.

7. Client Support

The Client shall use its best efforts to (a) promptly reply to notices and other communications, requests for information and requests for approvals of Invoices or other documents submitted to it by the Contractor, and (b) unless otherwise expressly agreed with the Contractor, provide reasonable support for the Contractor, such as local transportation, office space and secretarial support. The Client shall facilitate the timely granting to the Contractor, its authorized Subcontractors and affiliates (and where applicable, their respective dependents) of visas, licenses,

permits and customs clearance for entry and exit, and the privilege of bringing into the Host Country and if applicable, any Target Country, reasonable amounts of foreign currency for the purpose of carrying out this Contract.

8. Force Majeure

If either of the Contract Parties is prevented from performing any of its obligations under this Contract by an event of force majeure, such as war, fire, flood, earthquake or any other reasonably unforeseeable event that is beyond the reasonable control of such Contract Party, the time period for performance of such obligations shall be extended by a period equal to the period of delay caused by such event, and the Contract Parties shall conduct friendly negotiations as soon as practicable to find a mutually satisfactory solution to the problems caused by any such events; provided, however, that any extensions, amendments, changes or other modifications of or to this Contract resulting from an event of force majeure will be subject to written USTDA approval as set forth in Clause J of the Mandatory Contract Clauses.

9. Suspension and Termination of the Contract

(a) Suspension of the Contract

If any of the following events has occurred and is continuing, either Contract Party may, by written notice to the other Contract Party and USTDA, suspend in whole or in part the performance of its obligations under this Contract:

- (i) USTDA suspends disbursements of Grant Funds pursuant to Clause B(2)(a) of the Mandatory Contract Clauses; or
- (ii) A material default occurs in the performance of any obligation of the other Contract Party under this Contract.

(b) Termination of the Contract

Subject to Clause H of the Mandatory Contract Clauses [*Although this provision is contained in the main body of the Contract and is not a Mandatory Contract Clause, changes to this Clause 9(b) are highly discouraged and there should be a compelling reason to make any edits to the termination provisions.*]:

- (i) Either Contract Party may terminate this Contract at any time, for any reason or for no reason, upon written notice to the other Contract Party and USTDA, and such termination shall be effective thirty (30) days following the date of such notice;
- (ii) This Contract will terminate immediately upon written notice to the Contractor of the termination of the Grant Agreement;

(iii) If any suspension by a Contract Party pursuant to Clause 9(a)(ii) above has occurred and continues for a period of thirty (30) days following commencement of such suspension, then the non-defaulting Contract Party may terminate this Contract by written notice to the other Contract Party and USTDA, which termination will be effective immediately;

(iv) If either Contract Party commences or consents to the commencement of any proceeding under Title 11 of the United States Code or any similar debtor relief laws of the United States or other applicable jurisdictions affecting the rights of creditors generally, this Contract will terminate immediately without need for further action or notice on the part of any person; provided, however, that such Contract Party shall notify USTDA and the other Contract Party in writing within three (3) business days following the commencement of any such proceeding; and

(v) Notwithstanding any other provision herein, if the U.S. Office of Foreign Assets Control determines that either Contract Party or the government of the Host Country has acted in violation of any sanctions laws or executive orders established by the United States Government, this Contract will terminate following such determination without the need for any further action or notice on the part of any person unless USTDA delivers written notice to the Contract Parties that this Contract will remain in full force and effect; if either Contract Party becomes aware of any such violation or determination, such Contract Party shall notify USTDA and the other Contract Party in writing within one (1) business day thereafter. *[Consider whether any particular sanctions laws should be specifically mentioned in this provision, considering the Host Country, any Target Countries and the Contract Parties in question.]*

(c) Termination Procedures

Upon delivery or receipt (as applicable) of any written notice regarding the termination of this Contract, the Contractor shall (i) take immediate steps to terminate its performance of the Activity in a prompt and orderly manner, and to mitigate damages and keep further expenditures to a minimum, and (ii) comply with the additional termination provisions set forth in Clause H of the Mandatory Contract Clauses.

(d) Survival

For purposes of Clause H(2) of the Mandatory Contract Clauses, the term “Surviving Clauses” means Clauses [11 (Liability), 12 (Confidential Information), 13 (Intellectual Property), 15 (Waiver), 16 (Governing Law; Dispute Resolution) and 18 (Address of Record)][*Modify these clause references as necessary to the extent that clauses added, moved or removed.*] of this Contract.

10. Standards of Conduct; Warranty

(a) The Contractor shall exercise all reasonable skill, care, and diligence in the performance of the Activity under this Contract and shall carry out its responsibilities in accordance with recognized professional standards. Each Contract Party and each of its employees, agents, and Subcontractors, if any, shall comply in all material respects with (i) the terms and provisions of this Contract, including the Terms of Reference and the Mandatory Contract Clauses, and (ii) all applicable laws and regulations of the United States, the Host Country and, if applicable, each Target Country.

(b) The Contractor warrants to the Client and to USTDA that (i) the Contractor will, and will cause each of its employees, agents and Subcontractors to, perform the Activity in conformity with the standards set forth in Clause 10(a) above, and (ii) except as otherwise specifically disclosed to the Client and USTDA in writing, all work performed under the Terms of Reference is original work prepared, developed and executed exclusively in connection with the Activity, and any such work is not based on or derived from any other work performed by the Contractor. The Contractor shall promptly remedy any breach of the foregoing warranty arising within two (2) years following the date on which USTDA accepts the Final Report (the “Warranty Period”), and in respect of which the Client or USTDA provides written notice to the Contractor, at no additional cost to the Client or to USTDA. If the Contractor remedies any such breach of warranty, (A) the Contractor shall provide the Client and USTDA with an updated version of the Final Report and any other documents that incorporate any remedial changes required under this Clause 10, and (B) the Warranty Period in respect of the subject matter of such breach shall be extended until the later of (I) the expiration of the original Warranty Period, and (II) the date that is six (6) months following the completion of such remedial work; provided, however, that in no event shall the Warranty Period continue for a duration of more than thirty (30) months.

11. Liability

Each Contract Party shall be liable to the other Contract Party and/or USTDA, as applicable, for any loss or damage suffered by such other Contract Party and/or USTDA, as applicable, as a result of a default by such Contract Party in connection with the performance of the Activity under this Contract, subject to the following limitations:

(a) neither Contract Party, nor any of its officers, directors, agents, employees, or affiliates, will be liable to the other Contract Party or any of its subsidiaries, affiliates, officers, directors, agents, employees, successors or assignees for claims for incidental, indirect or consequential damages of, or in any nature connected with or resulting from, the performance of the Activity under this Contract, including, without limitation, claims for loss of profit or revenue, loss of use of equipment, and cost of capital or return on capital, irrespective of whether such claims are based upon warranty, negligence, strict liability, contract, operation of law or otherwise; and

(b) except as otherwise specifically set forth herein, the Contractor's aggregate liability to the Client, as applicable, from any and all causes, whether based on contract, tort (including negligence), strict liability or any other cause of action, shall in no event exceed the total aggregate amount of the Grant Funds; provided, however, that the foregoing limitation shall not apply to (i) any liabilities arising out of or resulting from gross negligence, willful misconduct or fraud on the part of the Contractor, or (ii) the Contractor's warranty obligations under Clause 10(b) above.

12. Confidential Information

(a) The term "Confidential Information" includes, without limitation, any technical, scientific, trade, research, manufacturing, marketing, supplier or other information, financing plans, business plans, financial data, customer lists, projects, economic information, systems, plans, procedures, operations, techniques, Intellectual Property, trade secrets, know-how, inventions, technical data or specifications, testing methods, research and development activities and marketing strategies, regardless of whether such information is in written, oral, electronic or other form. Notwithstanding the foregoing definition, (i) Confidential Information does not include any information that (A) is or becomes available in the public domain through no fault of, or act or failure to act on the part of the receiving Contract Party, (B) is rightfully in the receiving Contract Party's possession at the time of disclosure by the disclosing Contract Party, as evidenced by the receiving Contract Party's written records maintained in the ordinary course of business, (C) is obtained, after the Effective Date, by the receiving Contract Party from any third party that is lawfully in possession of such Confidential Information and not in violation of any contractual or legal obligation with respect to such Confidential Information, or (D) is developed independently by the receiving Contract Party, without reference to or use of any Confidential Information, and (ii) the receiving Contract Party may release Confidential Information to the extent such release is required by a governmental authority or by order of a court of competent jurisdiction; provided, however, that in such event, the receiving Contract Party shall give the disclosing Contract Party prompt written notice of such required release and the receiving Contract Party shall take all reasonable and lawful actions to avoid or minimize the degree of such required release; provided, further, that the receiving Contract Party shall cooperate reasonably with the disclosing Contract Party in any efforts to seek a protective order limiting such disclosure.

(b) Each Contract Party acknowledges that it may be necessary for such Contract Party to disclose certain Confidential Information to the other Contract Party, in order for the receiving Contract Party to perform the Activity pursuant to this Contract. All such Confidential Information is and will remain the sole property of the disclosing Contract Party. Except as otherwise expressly set forth in this Contract (including, without limitation, Clause I of the Mandatory Contract Clauses), each Contract Party shall (i) hold in confidence all Confidential Information, and not disclose to third parties any Confidential Information without the prior written consent of the disclosing Contract Party, (ii) use Confidential Information solely in connection with performing the Activity, (iii) protect Confidential Information from unauthorized disclosure with the same degree of care as it exercises with its own proprietary information (but with no less than reasonable

care), (iv) reproduce Confidential Information solely to the extent necessary to perform the Activity, with all such reproductions being considered Confidential Information, and (v) notify the disclosing Contract Party of any unauthorized disclosure of Confidential Information promptly upon becoming aware of such unauthorized disclosure.

13. Intellectual Property

(a) The term “Intellectual Property” includes, without limitation, all inventions (irrespective of whether any such invention is patentable or unpatentable or not reduced to practice), technological innovations, discoveries, improvements, designs, formulas, know-how, processes, business methods, patents (including applications), trademarks (including registrations and applications), service marks, service names, copyrights, trade secrets, computer software, ideas (whether or not patentable or copyrightable or constituting trade secrets), creations, writings, lectures, illustrations, photographs, video motion pictures, scientific and mathematical models or other similar property rights, improvements to all of the foregoing such property, and all recorded material defining, describing or illustrating all such property, whether in hard copy or electronic form.

(b) The Client will retain ownership of any and all of its Intellectual Property owned by (or licensed to) the Client prior to the Effective Date and provided to the Contractor in connection with the Activity (“Pre-Existing Client IP”). The Client hereby grants to the Contractor a fully paid-up, irrevocable, perpetual, non-transferrable, worldwide, royalty-free, non-exclusive license to use any Pre-Existing Client IP that is necessary for the Contractor to perform the Activity. No right, title or interest in any Pre-Existing Client IP is transferred, assigned, licensed or conveyed by this Contract to any person other than the limited license granted pursuant to this Clause 13(b).

(c) The Client acknowledges and agrees that in connection with performance of the Activity, the Contractor may utilize and deliver Intellectual Property owned by (or licensed to) the Contractor prior to the Effective Date (the “Pre-Existing Contractor IP”). To the extent that any Pre-Existing Contractor IP is delivered for the limited purposes of the Client’s implementation and use in connection with the Activity, the Contractor hereby grants to the Client a fully paid-up, irrevocable, perpetual, transferrable, worldwide, royalty-free, non-exclusive license to use such Pre-Existing Contractor IP. No right, title or interest in any Pre-Existing Contractor IP is transferred, assigned, licensed or conveyed by this Contract to any person other than the limited license granted pursuant to this Clause 13(c).

(d) Subject to the provisions of Clause 13(b) and 13(c) above, any new Intellectual Property developed, invented or created by the Contractor in connection with the performance of the Activity, including, without limitation, the Final Report and all Deliverables and other work product associated with the Activity (collectively, “Developed IP”), will be delivered to and be the property of the Client. The Contractor hereby assigns to the Client all such Developed IP and applications therefore, in the United States and elsewhere.

- (e) The Client hereby grants to the Contractor a fully paid-up, irrevocable, perpetual, transferrable, worldwide, royalty-free, non-exclusive license to use, distribute, execute, reproduce, translate, modify and utilize the Developed IP.

14. Amendments

All amendments, assignments of or other modifications to this Contract, including the Annexes to this Contract, will be made effective only by written instrument signed by the Contract Parties and expressly approved in writing by USTDA.

15. Waiver

No obligation, condition or other provision of this Contract may be modified, waived or discharged unless such modification, waiver or discharge (collectively, a “Waiver”) is (a) agreed to in writing and signed by the person entitled to enforce such obligation, condition or other provision (whether a Contract Party or USTDA), and (b) expressly approved in writing by USTDA, in the event of any Waiver signed by a Contract Party. Any such Waiver will be effective only to the extent expressly specified therein. No Waiver by either Contract Party of any breach of, or of compliance with, any condition or provision of this Contract by the other Contract Party will be considered a Waiver of any other condition or provision or a Waiver of the same condition or provision at another time. The rights and remedies of the Contract Parties to this Contract are (i) not limited to the rights and remedies expressly set forth in this Contract and are in addition to all other rights and remedies available to the Contract Parties under applicable law, and (ii) not exclusive and may be exercised without precluding the future exercise by a Contract Party of any other such rights and remedies. Neither the failure nor any delay by any Contract Party in exercising any right, power or privilege under this Contract will operate as a Waiver of such right, power or privilege.

16. Governing Law; Dispute Resolution

- (a) This Contract is governed by, and construed in accordance with, the applicable laws of [*jurisdiction*], without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of another jurisdiction.

- (b) All disputes between the Contract Parties arising in connection with this Contract will be settled if possible through friendly negotiations. If no settlement can be reached within ninety (90) days after any such dispute arises, either Contract Party may request that the dispute be submitted for arbitration.

- (c) The arbitration will take place in [*city and country*] and will be conducted by [*name of arbitral organization, followed by the defined term in quotation marks within parentheses*] in accordance with the procedural rules of [*defined term for arbitral organization*]. The arbitration will be conducted in the [*language*] language, and the substantive law of [*jurisdiction*] will be applied. The decision of the arbitrators will be final and binding upon both Contract Parties. Each Contract Party consents to the exclusive jurisdiction and venue of the [*defined term for arbitral organization*] for the arbitration of any dispute hereunder.

(d) The Contract Parties shall give USTDA advance written notice of any such arbitration proceeding.

(e) Pursuant to Clause R of the Mandatory Contract Clauses, the provisions in this Clause 16 do not affect the rights or obligations of USTDA.

17. Binding Effect

This Agreement will be binding upon and inure to the benefit of the Contract Parties and their respective successors and permitted assigns.

18. Addresses of Record

Any notice, request, document or other communication submitted by either Contract Party to the other Contract Party under this Contract shall be in writing or through a wire or electronic means of communication which produces a tangible record of the transmission, such as an email, and will be deemed duly given or sent when delivered to such Contract Party as set forth below: [*The Client and the Contractor should provide contact information for the persons responsible for the day-to-day management of the Contract.*]

(a) For the Client:

Name: [Name]
Title: [Title]
Entity Name: [Client]
Address: [Address, include Country]
Phone: [Phone]
Email: [Email address]

(b) For the Contractor:

Name: [Name]
Title: [Title]

Entity Name: [Contractor]
Address: [Address, include zip code]
Phone: [Phone]
Email: [Email address]

All such notices, requests, documents or other communications between the Contract Parties must be in the [language] language. Any such notices, requests, documents or other communications between either of the Contract Parties and USTDA (including any Invoices and Final Reports, as such terms are defined in the Mandatory Contract Clauses) must be in the English language.

If anyone designated by a Contract Party as a contact person in this Clause 18 ceases service as a contact person at any point during the ten (10) year period following the Effective Date, the Contract Party that had designated such contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

19. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. This Contract may be executed in two or more languages, but in the event of any conflict or inconsistency between the English language version of this Contract and any other version, the English language version of this Contract will control.

20. Entire Agreement

This Contract, including its Annexes, contains all covenants, stipulations and provisions agreed by the Contract Parties. No agent or representative of either Contract Party has authority to make, and the Contract Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

21. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. Counterparts may be delivered via email or other electronic transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

22. Grant Agreement and USTDA Mandatory Contract Clauses Controlling

In the event of any inconsistency or conflict between the terms and provisions of the Grant Agreement and those of this Contract or any Subcontract hereunder, the Grant Agreement will control. In the event of any inconsistency between the terms and provisions of the Mandatory Contract Clauses in Annex II and any other terms and provisions of this Contract or any Subcontract hereunder, the Mandatory Contract Clauses will control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, by signing below, each of the signatories hereby certifies to each other and to USDOT that it is a duly authorized representative of the applicable Contract Party, and the Contract Parties, each acting through its duly authorized representative, have caused this Contract to be signed in their names and delivered as of the date written below.

For *[full legal name of Client]*:

For *[full legal name of Contractor]*:

By: *[Name]*
Title: *[Title]*

By: *[Name]*
Title: *[Title]*

Date: *[Date]*

Date: *[Date]*

[Please remember to attach all annexes to the executed file.]

Annex III**List of Personnel and Curricula Vitae**

Name	Title & Role	Citizenship¹	Full Legal Name of Employer²	Country of Organization of Employer	Contractor Affiliate³
					—
					—
					—
					—
					—
					—
					—
					—
					—
					—

[Rows may be added to this table if necessary. Curricula Vitae of each person listed in the table above should be attached in the same order in which the names appear in the table to facilitate review.]

¹ If applicable, the person's work authorization status in the U.S. and/or the Host Country may be listed here as well.

² The name listed in this column should be the name of the legal entity that compensates the individual in question.

³ In the case of Subcontractors listed on this chart, a "Yes" in this column indicates that the applicable Subcontractor is an affiliate of the Contractor.

Annex IV

Reference Task Values

[This Annex is only included for activities in which there is no Contractor cost share (and accordingly there is no Budget Estimate included as part of a Cost Share Agreement), and a pro forma estimate of the value of each Task in the Terms of Reference is required. The Country Manager for the Activity should include the Reference Task Value table from the RFP; this table can be negotiated, if necessary, if the selected Contractor objects to it and provides reasonable justification for why they think it should be modified. Note, the Grant amount is fixed. For non-competed activities without a Cost Share Agreement (e.g., training assistance), the Country Manager for the Activity and the Contractor should work together to develop (and negotiate, if necessary) the information presented in this Annex. For activities involving a Budget Estimate with a Cost Share Agreement, delete this entire Annex.]

The Contract Parties acknowledge and agree that (i) the payments set forth in the payment schedule in Clause 3 of this Contract do not necessarily reflect the cost or value of the individual Task (or Tasks) performed by the Contractor under the Terms of Reference, (ii) the amounts set forth in the table below (the “Reference Task Values”) represent the Contractor’s best estimate of the total value of the goods and services to be provided in connection with each individual Task, (iii) in the event that the Contract Parties amend the Terms of Reference in accordance with Clause 14 (Amendments), the Reference Task Values may be subject to reasonable and appropriate adjustments to reflect the change in value of one or more Tasks thereunder, subject to USTDA written approval, and (iv) in the event that this Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, or work under this Contract and/or Activity is otherwise not fully completed, USTDA may utilize the Reference Task Values to estimate the value of the work performed by the Contractor under the Terms of Reference prior to such termination or other date as specified by USTDA.

Reference Task Values		
Task Number & Title	Estimated Value	Percentage of Total
Task 1: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 2: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 3: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 4: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 5: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 6: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 7: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 8: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 9: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 10: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 11: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 12: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 13: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %
Task 14: <i>[Task Title]</i>	\$ <i>[Amount]</i>	<i>[Percentage]</i> %

Task 15: <i>[Task Title]</i>	<i>[\$[Amount]</i>	<i>[Percentage]%]</i>
Task 16: <i>[Task Title]</i>	<i>[\$[Amount]</i>	<i>[Percentage]%]</i>
Task 17: <i>[Task Title]</i>	<i>[\$[Amount]</i>	<i>[Percentage]%]</i>
Task 18: <i>[Task Title]</i>	<i>[\$[Amount]</i>	<i>[Percentage]%]</i>
Task 19: <i>[Task Title]</i>	<i>[\$[Amount]</i>	<i>[Percentage]%]</i>
Task 20: <i>[Task Title]</i>	<i>[\$[Amount]</i>	<i>[Percentage]%]</i>
Total:	<i>[\$[Amount]</i>	<i>100.0%</i>

[Be sure to delete any excess rows in the table above.]

APPENDIX 7

YOUR SUPPLIER (KYS) QUESTIONNAIRE

 Anzana Electric Group	SUPPLY CHAIN DEPARTMENT	Creation Date: 01.01.2026 Doc #: AEG-PRO-T&F-007 Version: 005
	KYS (Know Your Supplier) questionnaire	

Anzana Electric Group has developed this KYS (Know Your Supplier) questionnaire in accordance with the Group Procurement Policy. Its purpose is to enhance our understanding of our supplier network and to promote transparency in our business relationships.

Suppliers are kindly requested to provide complete and accurate information when completing this questionnaire. If specific questions do not apply to your organization, the supplier may leave them blank or indicate “N/A”.

If your company has already responded to this questionnaire and submitted the relevant supporting documentation within the past three (3) years, resubmission is not required.

SECTION 1: Identification of the company		
1.01	Full legal entity name as per the registration document.	
1.02	Trading Name or “Doing Business as” <i>If different from 1.01.</i>	
1.03	Is the company part of a group ? <i>If yes, provide group name and structure.</i>	
1.04	Description of core business activities and main revenue streams	
1.05	Total Number of employees	
1.06	Date of Incorporation	
1.07	Registration number	
1.08	Country of Incorporation	
1.09	Legal form of the company entity	
1.10	Registered address and operational address <i>If both are different</i>	
1.11	List of African Countries where the company operates	
1.12	Company Website	

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SECTION 2: Financial Information		
2.01	List of shareholders <i>Provide name, % ownership and nationality</i>	
2.02	List of Ultimate Beneficial Owners (UBOs) <i>If different from 2.01</i>	
2.03	Average Annual Turnover (In USD) for the least 3 years	
2.04	Tax Identification Number or VAT number?	
2.05	Primary bank detail	Bank Name: Country: Account number: Currency:
2.06	Accepted payment methods	
2.07	Is your Banking institution authorized to received international payments originating from Burundi, Zambia, Kenya or Mauritius ?	
2.08	List of valid authorized Signatories	<u>First authorized Signatories</u> Name: Position: Email: <u>Second authorized Signatories</u> Name: Position: Email:

SECTION 3: Compliance and regulatory		
3.01	List valid certification <i>ISO or equivalent</i>	
3.02	Does the company have a formal compliance and ethics program?	
3.03	Does your company have data protection, confidentiality or Information Security policy or procedure in place?	
3.04	Is your company, or any of its directors, shareholders, officers or UBOs, currently subject to sanctions or restricted measures ? <i>If yes, please provide details</i>	
3.05	Is your company currently involved in any material litigation, regulatory investigation or	

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	lawsuit that could materially affect its ability to contract with Weza Power ? <i>If yes, please provide details</i>	
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SECTION 4: Health, Safety, Environmental & Social (HSES)

4.01	Does the company have a Health and Safety policy?	
4.02	Does the company have an Environmental Management system?	
4.03	Does the company have a Corporate and Social Responsibility policy?	
4.04	Does the company have a Corruption and immoral Practice Policy?	

SECTION 5: Production capacity

5.01	Types of products that the company can propose	
5.02	How many production facilities do the company operate and where are they located?	
5.03	What is the overall yearly production capacity?	
5.04	What Is the standard average production lead time?	
5.05	Does the company have a quality management plan (QA/QC) in place?	

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SECTION 6: Correspondence details		
	Primary contact	Secondary contact
POC Management or C-Level	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone:
POC for Sales & Commercial	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone::
POC for Project Management	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone:
POC for Finance & accounting	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone::
POC for Procurement	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone:
POC for Logistic	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone:
POC for Legal & Compliance	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone:
POC for Health, Safety, and Environment (HSE)	Name: Position: E-mail: Phone:	Name: Position: E-mail: Phone:

By signing below, I/we affirm that the information submitted on this form and in any attachments is, to the best of my/our knowledge, accurate and complete and I/we authorize WEZA POWER to take such steps as it may require to verify the information provided. I/we warrant that I/we have the requisite authority to sign this document in my/our own capacity or as authorized representative of my/our organization (as applicable).

Name:	Position:
Signature:	Date:

Company Stamp

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Along with the information provided in the questionnaire, the company must also provide additional documentation for verification purposes. Please ensure that the supporting documents submitted in English and the scanned versions are clear and easily readable. The list of required documents is given below for reference.

SECTION 1: Identification of the prospective Partner.	Format required
Most recent company profile	Free format
List of the key customers	Free format
Valid certificate of incorporation	Official document certified
Valid business registration number	Official document certified
Latest version of the organization chart	Free format

SECTION 2: Financial information	Format required
Valid tax certificate	Official document certified
Updated register of shareholders and directors	Official document certified
Evidence for Ultimate Beneficial Owners (UBOs)	Official document certified
Bank account details	Official Letter issued by the bank
Power of attorney confirming the authorized signatories	Free format
Copy of official ID or Passport of the authorized signatories	Free format

SECTION 3: Compliance and Regulatory.	Format required
Valid copy of the ISO certificates or equivalent. <i>If confirmed in question 3.01</i>	Official document certified
Copy of your compliance and ethics program. <i>If confirmed in the question 3.02</i>	Free format
Copy of your Data Protection policy. <i>If confirmed in question 3.03</i>	Free format

SECTION 4: Health, Safety, Environmental & Social (HSES).	Format required
Copy of the company Health and Safety Policy <i>If confirmed in question 4.01</i>	Free format
Copy of the company Environmental Management system <i>If confirmed in question 4.02</i>	Free format
Copy of the company Corporate and Social Responsibility policy <i>If confirmed in question 4.03</i>	Free format
Copy of the company Corruption and immoral Practice Policy <i>If confirmed in question 4.04</i>	Free format

 Anzana Electric Group	SUPPLY CHAIN DEPARTMENT	Creation Date: 01.01.2026 Doc #: AEG-PRO-T&F-007 Version: 005
	KYS (Know Your Supplier) questionnaire	

SECTION 5 Production capacity	Format required
Products' catalogue to be provided	Free format
Copy of the Quality Management Plan	Free Format

In addition to the supporting document requested for verification purposes, the supplier is also requested to return the documents listed below, and all documents must be properly completed and signed by an authorized representative of the company.

WP-PRO-T&F-008 - Supplier Code of Conduct

WP-PRO-T&F-009 - Supplier Conflict of Interest declaration

WP-PRO-T&F-010 - Supplier Eligibility, Debarment and Litigation declaration

WP-PRO-T&F-011 - Supplier Anti-fraud, Anti-Corruption and Ethical Business Practice declaration

HSES 01 - Child and forced labor declaration

HSES 02 - Listed activity declaration

HSES 03 - Sexual Exploitation and Abuse (SEA) and / or Sexual Harassment (SH) performance declaration

-- End of the Document --