

THE WORLD BANK
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April 29 2015

Doctora Susana Berruecos García Travesí
Directora de Organismos Financieros Internacionales
Nacional Financiera, S.N.C., I.B.D.
Av. Insurgentes Sur 1971
Edificio Anexo Nivel Jardín. Piso Financiero
Col. Guadalupe Inn
México, D.F.

Re: GEF Grant No. TF019403 (Sustainable Energy Technologies Development Project)
Additional Instructions: Disbursement Letter

Dear Doctora Berruecos García Travesí,

I refer to the Grant Agreement ("Agreement") between the International Bank for Reconstruction and Development ("World Bank"), acting as an Implementing Agency of the Global Environmental Facility, and the United Mexican States (the "Recipient") for the above-referenced project, dated as of the Signature Date (as defined in the Appendix to the Grant Agreement). The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Grant TF019403 ("Grant"). This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The attached *World Bank Disbursement Guidelines for Projects*, dated May 12, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Grant is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The Disbursement Method to be used under the Grant is the **Reimbursement**. Funds will flow through a commercial bank account established by the financial agent Nacional Financiera S.N.C., I.B.D., the entity which will reimburse the Energy Transition Fund (FOTEASE¹) via the National Treasury (TESOFE at SHCP).

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date specified in Section IV.B.2. of Schedule 2 to the Grant Agreement. Any changes to this date will be notified by the World Bank.

¹ Fondo para la Transición Energética y el Aprovechamiento Sustentable de la Energía (managed by the financial agent Banco Nacional de Obras y Servicios Públicos, S.N.C. as Trustee).

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

II. Withdrawal of Grant Proceeds

(i) Authorized Signatures (subsection 3.1). Applications for this Grant will be signed by the officials authorized² to sign Applications as indicated in the letter dated September 9, 2014 signed by Doctora Susana Berruecos García T., *Directora de Organismos Financieros Internacionales de NAFIN*, and Maestro Alejandro David Ortigosa Kurian, *Director Jurídico Corporativo y de Negocio de NAFIN*. This letter of authorization applies to this Grant (number TF019403).

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

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

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

(iv) Terms and Conditions of Use of SIDC to Process Applications. By designating officials to use SDIC and by choosing to deliver the Applications electronically, the Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of SIDC") provided in Attachment 2; and (b) to cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications is United States Dollars (USD) 80,000.

² Confirmed during Negotiations (Reference: Minutes of Negotiations dated December 16, 2014),

III. Reporting on Use of Grant Proceeds

(i) Supporting Documentation (section 4). Supporting documentation should be provided with each application for withdrawal as set out in the below bullets to reimburse eligible expenditures as set forth in the table in Section IV.A.2 of Schedule 2 to the Grant Agreement:

- Records (Statement of Expenditures with supporting documentation – Attachment 3A)³ evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments made for: (i) Goods and Consulting Firms against contracts valued at USD 250,000 equivalent or more; and (ii) Individual Consultants and non-consulting services against contracts valued at USD 100,000 equivalent or more; and
- Statement of Expenditure without supporting documentation (Attachment 3B), for all other expenditures, including Capacity Building and Project Incremental Cost.

IV. Other Important Information

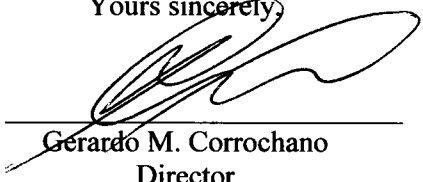
For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World Bank's public website at <https://www.worldbank.org> and its secure website "Client Connection" at <https://clientconnection.worldbank.org>. Print copies are available upon request.

If you have not already done so, the World Bank recommends that you register as a user of the Client Connection website (<https://clientconnection.worldbank.org>). From this website you will be able to download Applications, monitor the near real-time status of the Grant, and retrieve related policy, financial, and procurement information. All Recipient officials authorized to sign and deliver Applications by electronic means are required to register with Client Connection before electronic delivery can be effected. For more information about the website and registration arrangements, please contact the World Bank by email at <clientconnection@worldbank.org>.

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

Yours sincerely,

By


Gerardo M. Corrochano
Director
Colombia and Mexico
Latin America and the Caribbean Region

³ The list of payments against contracts that are subject to the World Bank's prior review is not required as a separate report because it is embedded in the SOEs.

Attachments

1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
2. Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated March 1, 2013
- 3A. Form - Statement of Expenditure with supporting documents (above SOE thresholds)
- 3B. Form - Statement of Expenditure without supporting documents (below SOE thresholds)

Cc with copies:

Secretaría de Hacienda y Crédito Público
Unidad de Asuntos Internacionales de Hacienda
Insurgentes Sur 1971
Torre III, tercer piso
Colonia Guadalupe Inn
01020 México, D.F.

Secretaría de Energía
Dirección General de Investigación, Desarrollo Tecnológico y
Formación de Recursos Humanos.
Insurgentes Sur 890, Piso 3
Colonia del Valle
México, DF 03100

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

March 1, 2013

The World Bank (Bank)¹ will provide secure identification credentials (SIDC) to permit the Borrower² to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

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

A. Identification of Users.

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

B. Initialization of SIDC.

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

¹ "Bank" includes IBRD and IDA.

² "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

Token is to be used, the Signatory will access CC using his/her account name and CC Password and set a personal identification number (PIN) to be used in connection with the use of his/her Soft Token, after which the Soft Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the SIDC, the Signatory will be a "SIDC User". The Bank will maintain in its database a user account (Account) for each SIDC User for purposes of managing the SIDC of the SIDC User. Neither the Borrower nor the SIDC User will have any access to the Account.

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

C. Use of SIDC.

1. Use of the SIDC is strictly limited to use in the delivery of Applications by the SIDC User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the SIDC is prohibited.
2. The Bank assumes no responsibility or liability whatsoever for any misuse of the SIDC by the SIDC User, other representatives of the Borrower, or third parties.
3. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in granting SIDC) that each SIDC User understands and will abide by, these Terms and Conditions of Use, including without limitation the following:
 - 4.1. The SIDC User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.
 - 4.2. The SIDC User shall not allow anyone else to utilize his/her SIDC to deliver an Application to the Bank.
 - 4.3. The SIDC User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.
 - 4.4. If the SIDC User believes a third party has learned his/her PIN or has lost his/her Physical Token he/she shall immediately notify clientconnection@worldbank.org.
 - 4.5. The Borrower shall immediately notify the Bank at clientconnection@worldbank.org of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.
5. ***Reservation of Right to Disable SIDC***

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

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

6. *Care of Physical Tokens*

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

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

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

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

7. *Replacement*

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

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

PROYECTO DE DESARROLLO DE TECNOLOGÍAS DE ENERGÍA SUSTENTABLE PARA EL CAMBIO CLIMÁTICO"
BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO
CERTIFICADO DE GASTOS (SOE) CON JUSTIFICACIÓN DE GASTO ANEXA

Ejecutor: SENER
Categoría

No de solicitud
Fecha de Elaboración
Presupuesto.

En esta columna se deberá anotar SI" o "NO"
según corresponda.

Retiro No
Fecha Retiro

Solicitud SM:
Hoja 1 de 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
NO. DE CONTRATO Y FECHA DE FIRMA	NOMBRE DEL BENEFICIARIO /PROVEEDOR	IDENTIFICACIÓN DEL CONTRATO O GASTO (No Asignado por el Client Connection que aplicaría para gastos de REVISION PREVIA)	CONTRATO DE REVISIÓN PREVIA	MONTO DEL CONTRATO y MONEDA	CONVENIO ADICIONAL AL CONTRATO	MONTO ACTUALIZADO DEL CONTRATO	IMPORTE ACUMULADO ANTES DE ESTE PAGO	NO. DE FACTURA/ RECIBO	FECHA DE PAGO	MONTO PAGADO EN ESTA SOLICITUD	% FINANCIAMIENTO BIRF	MONTO FINANCIABLE BIRF	FECHA DE NO OBJECCIÓN BIRF	BREVE DESCRIPCIÓN DEL GASTO

Se anexa copia de la documentación justificativa del gasto de las cantidades arriba consignadas, mismas que se han pagado por concepto de la debida ejecución de las actividades del Proyecto de acuerdo con los términos y condiciones del convenio. Los contratos que se incluyen en estos SOE's corresponden a pagos hechos con cargo a contratos cuyos montos son equivalentes o superan: a) Para Bienes y Firmas Consultoras USD 250,000.00 y b) Consultores Individuales y Servicios de No Consultoría USD 50,000.00. Toda la documentación justificativa de los gastos se mantiene en SENER para revisión del BIRF o auditores externos designados para tal efecto.

SENER

NACIONAL FINANCIERA S.N.C

NACIONAL FINANCIERA S.N.C

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Firma y Sello del Encargado del Proyecto

Firma y Sello del Encargado del Proyecto

Firma y Sello del Encargado del Proyecto

MEXICO

NO. DE PROYECTO

PROYECTO DE DESARROLLO DE TECNOLOGÍAS DE ENERGÍA SUSTENTABLE PARA EL CAMBIO CLIMÁTICO"

BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO

CERTIFICADO DE GASTOS (NO) EN JUSTIFICACIÓN DE GASTO ANEXA

Ejecutor: SENER

Categoría

No. de solicitud:

Fecha de Elaboración:

Presupuesto:

Retiro No.

Fecha Retiro:

Solicitud BM.

Hoja 1 de 1

En esta columna se deberá anotar SI" o "NO" según corresponda.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
NO DE CONTRATO Y FECHA DE FIRMA	NOMBRE DEL BENEFICIARIO /PROVEEDOR	IDENTIFICACIÓN DEL CONTRATO O GASTO (No Asignado por el Client Connection que aplicara para gastos de REVISION PREVIA)	CONTRATO DE REVISION PREVIA	MONTO DEL CONTRATO	CONVENIO ADICIONAL AL CONTRATO	MONTO ACTUALIZADO DEL CONTRATO	IMPORTE ACUMULADO ANTES DE ESTE PAGO	NO. DE FACTURA / RECIBO	FECHA DE PAGO	MONTO PAGADO EN ESTA SOLICITUD	% FINANCIAMIENTO BIRF	MONTO FINANCIABLE BIRF	BREVE DESCRIPCIÓN DEL GASTO

No anexa copia de la documentación justificativa del gasto de las cantidades arriba consignadas, mismas que se han pagado por concepto de la debida ejecución de las actividades del Proyecto de acuerdo con los términos y condiciones del convenio para: a) Construcción de Capacidades y Costos Incrementales y; b) Gastos hechos con cargo a contratos que NO SUPERAN los montos equivalentes que se describen para Bienes y Firmas Consultoras USD 250,000.00, así como Consultores individuales y Servicios de No Consultoría USD 50,000.00. Toda la documentación justificativa de los gastos se mantiene en SENER para revisión del BIRF o auditores externos designados para tal efecto

SENER

NOMBRE Y CARGO DEL FUNCIONARIO FACULTADO

NACIONAL FINANCIERA S.N.C

LIC. CESAR CARRANZA NAVA
DIRECTOR DE ADMINISTRACIÓN

NACIONAL FINANCIERA S.N.C

0

C.P. LUIS GÓMEZ MENENDEZ
SUBDIRECTOR DE OPERACIONES DE AGENTE

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Victor **Ordonez**, CTRLN

Cleared with and cc: Elena **Segura**, LEGLE
Todd Johnson (TTL), GEEDR

Cc: Juan Carlos **Serrano-Machorro**, GGODR
Gabriela **Grinsteins**, LEGLE