

OFFICIAL DOCUMENTS

CREDIT NUMBER 5999-CI

Financing Agreement

(ELECTRICITY TRANSMISSION AND ACCESS PROJECT)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 21, 2017

CREDIT NUMBER 5999-CI

FINANCING AGREEMENT

AGREEMENT dated **April 21, 2017**, entered into between REPUBLIC OF CÔTE D'IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — CREDIT

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in the amount of three hundred two million three hundred thousand Euros (EUR 302,300,000) ("Scale-Up Credit") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Recipient shall be equal to one quarter of one percent ($\frac{1}{4}$ of 1%) of the Credit amount.
- 2.04. The Commitment Charge payable by the Recipient shall be one-quarter of one percent ($\frac{1}{4}$ of 1%) per annum on the Unwithdrawn Credit Balance.
- 2.05. The Interest Charge payable by the Recipient for each Interest Period shall be at a rate equal to two point sixty-eight percent (2.68 %) per annum; provided, however, that the Interest Charge payable shall in no event be less than three quarters of one percent ($\frac{3}{4}$ of 1%) per annum.

- 2.06. The Payment Dates are June 1 and December 1 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01 The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02 Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement;
 - (b) a representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the Association in making the Financing was incorrect in any material respect;
 - (c) any of the parties to the Coordination Agreement has failed to perform any of its respective obligations thereunder;
 - (d) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement; and
 - (e) IBRD or IDA has suspended in whole or in part the right of the Project Implementing Entity to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Project Implementing Entity

to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.

- 4.02. The Additional Events of Acceleration consist of the following:
- (a) The events specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occur.
 - (b) The events specified in paragraphs (c), (d) and (e) of Section 4.01 of this Agreement occur and are continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
 - (b) The Project Implementing Entity has procured and installed an appropriate accounting software to ensure timely recording of financial information as well as timely production of quarterly and annual financial statements.
 - (c) The Project Implementing Entity has appointed a Project Coordinator in accordance with the provisions of Section I.A.6 of Schedule 2 to this Agreement.
- 5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01 The Recipient's Representative is its Minister in charge of economy and finance.

6.02. The Recipient's address is:

Ministère de l'Economie et des Finances
B.P. V 163
Abidjan
Côte d'Ivoire

Facsimile:
225-20-30-25-25
225-20-30-25-28

6.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile:
1-202-477-6391

AGREED at *Washington D.C., USA*, as of the day, month and year first above written.

REPUBLIC OF CÔTE D'IVOIRE

By: _____



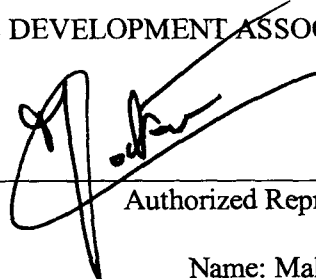
Authorized Representative

Name: H.E. Adama Kone

Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: _____



Authorized Representative

Name: Makhtar Diop

Title: Vice President

SCHEDULE 1

Project Description

The objectives of the Project are to contribute to the improvement of the efficiency and reliability of electricity supply and increased access to electricity in Côte d'Ivoire.

The Project consists of the following components:

Component 1: Reinforcement of Transmission Systems

Financing selected investments to improve the quality and reliability of power supply and ensure that transmission systems can absorb planned new generation capacity, as follows:

- (i) Sub-Component 1.1: Constructing a new substation at Gagnoa (Gagnoa 2) and related transmission lines to release the load of the existing substation and reduce voltage drops.
- (ii) Sub-Component 1.2: Upgrading three existing 90kV substations (Yopougon 1, Bia-Sud, and Treichville) to 225kV to improve the dynamic behavior of the electricity network in Abidjan and in turn reduce electricity losses and better serve the increase in electricity demand.
- (iii) Sub-Component 1.3: Improving quality and reliability of supply in (a) selected 225kV/90kV substations agreed with the Association (e.g., Abobo, Taabo, Kossou, Man, and Ferke), including by financing supply and installation of HV/MV transformers to maintain voltage levels that comply with operating voltage standards; and (b) selected HV/MV substations agreed with the Association (e.g., Agboville, Attakro, Ayamé 2, Bongo, Bouake 1, Daloa, Danané, Dimbokro, Abengourou, and Dabou), including by financing transformers to improve reliability of supply (n-1) and reduce technical losses and extension of MV feeders to cope with the growing demand.

Component 2: Rehabilitation, Reinforcement, and Extension of Distribution Systems in Abidjan and Selected Regional Capital Cities

Financing selected investments that rehabilitate, reinforce and expand electricity distribution grids to address key bottlenecks, as follows:

- (i) Sub-Component 2.1: Rehabilitating, reinforcing and extending distribution systems in selected regional capitals agreed with the Association (e.g., Gagnoa, Man, Soubré, Duekoue, Guiglo, Seguela, Odiene, Katiola, Sassandra and Touba) by creating new substations and feeders and replacing equipment on MV and LV networks that meet

operating voltage standards and reduce losses to restore good voltage levels, especially during peak periods, and in turn increase new household connections and improve quality of supply for existing customers.

- (ii) Sub-Component 2.2: Replacing overhead MV lines with underground lines in Abidjan by financing underground cables that replace overhead conductors to reduce supply interruptions and increase distribution system capacity.
- (iii) Sub-Component 2.3: Upgrading MV cables in Abidjan by financing the replacement of existing, overloaded impregnated paper insulation cables (CPI) with synthetic insulation cables (CIS) in Abidjan to enable grid restructuring and upgrading and adapt the MV network to increasing demand.

Component 3: Rural Electrification and Support to the Electricity for All Program

Financing rural electrification and the Recipient's Electricity for All Program, as follows:

- (i) Sub-Component 3.1: Improving electrification of villages in rural areas in selected regions agreed with the Association (e.g., Gboklè, Haut-Sassandra, Nawa, and San Pedro) by financing MV and LV networks, gender-targeted interventions on the productive use of electricity among women to facilitate profitable uses of electricity services, and training for both men and women on the use and benefits of electricity.
- (ii) Sub-Component 3.2: Supporting the Electricity for All Program by financing establishment of a transitional Revolving Fund to help finance household connection costs (including internal house wiring) in connection with Sub-Components 2.1 and 3.1 for low income households, or in connection with household connection costs of other selected low income, urban households, all as specified in the Project Implementation Manual.

Component 4: Strengthening Institutional Capacity of the Electricity Sector and Project Management

Financing capacity building and project management, as follows:

- (i) Sub-Component 4.1: Providing capacity building support by financing capacity building and training plans of the Project Implementing Entity, CIE and other energy sector entities; providing training in different areas, including project management, power distribution and rural electrification, electricity transmission, procurement, finance and accounting, and environmental and social safeguards (including in relation

to gender and inclusive approaches); as well as providing technical assistance to improve monitoring and evaluation systems that track performance of the power sector and selected development studies.

- (ii) Sub-Component 4.2: Financing the Owner's Engineer for Project supervision.
- (iii) Sub-Component 4.3: Supporting Project management by financing Operating Costs, as well as consultants' services.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Project Oversight Committee

1. The Recipient shall establish and thereafter maintain, throughout Project implementation, a Project Oversight Committee, with composition and terms of reference satisfactory to the Association to carry out its responsibilities under the Project.

Project Implementing Entity

2. Without limitations upon the generality of Section 4.01 of this Agreement, the Project Implementing Entity will be responsible for Project implementation, including financial management, procurement, and monitoring and evaluation.
3. The Recipient shall take all action necessary on its part to ensure that the Project Implementing Entity is maintained throughout Project implementation, with:
(i) mandate, functions and resources satisfactory to the Association; and
(ii) adequate staff with qualifications and experience satisfactory to the Association, all for purposes of ensuring the prompt and efficient implementation of the Project.

Project Implementation Unit

4. The Recipient shall cause the Project Implementing Entity to establish and maintain, throughout Project implementation, a unit with terms of reference and resources acceptable to the Association (the PIU) to be responsible, under the overall oversight and strategic leadership of the Project Oversight Committee, for carrying out the Project, including: (i) day-to-day coordination; (ii) monitoring and evaluation; (iii) safeguards supervision; (iv) preparation of annual work plans and budgets; (v) procurement; (vi) financial management matters; (vii) reporting; (viii) communication activities; and (ix) filing and compilation of documents for audit purposes.
5. The Recipient shall cause the Project Implementing Entity to ensure that, throughout Project implementation, the PIU is maintained with staff in sufficient number, with experience and qualifications satisfactory to the Association, in carrying out its responsibilities, including not later than two (2) months after the Effective Date the hiring by the Project Implementing Entity of a procurement

specialist, a Project accountant and a social and gender safeguards specialist, all under terms of reference and with qualification and experience satisfactory to the Association.

Project Coordinator

6. The Recipient shall cause the Project Implementing Entity to appoint and maintain, throughout Project implementation, a Project Coordinator with qualifications and skills satisfactory to the Association with the responsibility of managing the overall day-to-day implementation of the Project.

Owner's Engineer

7. The Recipient shall cause the Project Implementing Entity, not later than six (6) months after the Effective Date, to hire the Owner's Engineer in accordance with terms of reference and qualifications acceptable to the Association.

B. Implementation Arrangements

Project Implementation Manual

1. The Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the Project Implementation Manual.
2. Except as the Association shall otherwise agree in writing, the Recipient may not amend or waive, and the Project Implementing Entity may not amend or waive, or permit to be amended or waived, any provision of the Project Implementation Manual.
3. In case of a conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

Annual Work Plans and Budgets

4. The Recipient shall cause the Project Implementing Entity, not later than October 31 of each year throughout the implementation of the Project, prepare and furnish to the Association an annual work plan of activities proposed for implementation under the Project for the next year, together with a proposed budget and a timetable for the purpose.
5. Each annual work plan and budget shall include specific reference to any funds proposed to be used from the Revolving Fund to support household connections, including those outside of the areas covered by Sub-Components 2.1 and 3.1 of the Project in Schedule 1, for which agreement by the Association through the procedure in paragraph 5 below shall precede such use.

6. The Recipient shall cause the Project Implementing Entity to exchange views with the Association on each such proposed annual work plan and budget and shall thereafter adopt and carry out such work plan for such next year as shall have been agreed with the Association, as such plan may be subsequently revised during such following year with the prior written agreement of the Association.
7. Only such activities as shall have been included in the annual work plans and budgets shall be eligible for inclusion in the Project and for financing out of the proceeds of the Credit.

C. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Credit available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement"), which shall include the obligation of the Project Implementing Entity to:
 - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines and in accordance with the provisions of this Agreement;
 - (b) implement the Project in accordance with the provisions of the Project Implementation Manual, and without any right or authority, except as the Association shall otherwise agree, to assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof;
 - (c) implement the Project in accordance with the provisions of the Safeguard Instruments, and without any right or authority, except as the Association shall otherwise agree, to assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof;
 - (d) (i) procure all goods and services required under the Project and to be financed out of the proceeds of the Financing in accordance with the provisions of Section III of this Schedule; and (ii) ensure that all such goods and services are used exclusively for the purposes of the Project;
 - (e) maintain, throughout Project implementation, the PIU with terms of reference and resources acceptable to the Association and maintained with staff in sufficient number, with experience and qualifications satisfactory to the Association, in carrying out its responsibilities;

- (f) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;
- (g) provide an annual work plan of activities proposed for implementation under the Project together with a proposed budget and timetable to the Association by October 31 of each year for an exchange of views, adoption by the Project Implementing Entity and agreement by the Association, and thereafter carry out such work plan, as such plan may be revised with prior written agreement of the Association;
- (h) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Financing and disclose their use in the Project; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the General Conditions;
- (i) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the Association, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project, and to achieve its objective, each such report to cover a calendar quarter; (iii) furnish each such report to the Recipient and the Association within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the Association shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the Association within not later than (6) months after the end of the Project;
- (j) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to the Project to external auditors, internal auditors and the Association; (iii) prepare as part of the Project Report, interim unaudited financial reports covering each quarter, and furnish them to the Recipient and the Association not later than forty-five (45) days after the end of the calendar quarter covered by

such reports, and provide such other information concerning such unaudited financial statements as the Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year of the Recipient;

- (k) open and maintain a dedicated Project bank account, until the completion of the Project, in a commercial bank on terms and conditions acceptable to the Association; and ensure that the proceeds of the Financing from the Recipient deposited into the Project accounts shall be used exclusively to finance the cost of expenditures related to the Project;
 - (l) assist as needed to enable completion of the transfer of Assets to the Project Implementing Entity not later than six (6) months after the Effective Date; and
 - (m) with respect to the Revolving Fund, (i) follow the Revolving Fund Protocol; (ii) receive the proceeds of the Financing for the Revolving Fund under Sub-Component 3.2 of the Project in Schedule 1 from the Recipient on a grant basis with no repayment obligation for the use thereof and pass on any savings resulting from such granting to its electricity customers; and (iii) reflect any interest income generated from such proceeds in the annual work plans and budgets and use such income in the same manner as such proceeds.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, the Subsidiary Agreement or any of its provisions.

D. Anti-Corruption

1. The Recipient shall cause the Project to be carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. Safeguards

1. The Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the Safeguard Instruments.
2. Without limitation on the provisions of paragraph 1 immediately above, the Recipient shall cause the Project Implementing Entity to take the following measures:

- (a) If any Project activity would, pursuant to the ESMF, require the preparation of an ESIA (including an ESMP), no such activity shall be implemented unless such ESIA has been: (i) prepared in accordance with such ESMF and furnished to the Association; (ii) disclosed locally as required by the ESMF; and (iii) approved by the Association and publicly disclosed.
 - (b) If any Project activity would require the preparation of an Environmental Audit (including an action plan), no such activity shall be implemented unless such Environmental Audit has been: (i) prepared and furnished to the Association; (ii) disclosed locally; and (iii) approved by the Association and publicly disclosed.
 - (c) If any Project activity would, pursuant to the RPF, require the preparation of a RAP, no such activity shall be implemented, unless:
 - (i) a RAP for such activity has been: (A) prepared in accordance with the requirements of the RPF and furnished to the Association; (B) disclosed as required by the RPF; and (C) approved by the Association and publicly disclosed; and
 - (ii) (A) all measures required to be taken under said RAP prior to the initiation of said activity have been taken, including, without limitation to the above, providing funds for resettlement compensation when and if required under a RAP; (B) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP has been prepared and furnished to the Association; and (C) the Association has confirmed that the implementation of said activity may be commenced.
3. The Recipient shall not amend or waive, or permit to be amended or waived, any Safeguard Instrument, or any provision of any one thereof, without the prior written approval of the Association.
4. The Recipient shall ensure that all measures for carrying out the recommendations of the Safeguard Instruments are taken in a timely manner.
5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall cause the Project Implementing Entity to:
- (a) provide quarterly monitoring reports ("Safeguard Monitoring Reports") containing adequate information on monitoring the measures defined in the Safeguard Instruments, giving details of:
 - (i) measures taken in furtherance of such Safeguard Instruments;

- (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
 - (iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Instruments;
 - (b) include summaries of the Safeguard Monitoring Reports in the Project Reports referred to in Section II.A of this Schedule; and
 - (c) afford the Association a reasonable opportunity to exchange views with the Project Implementing Entity on such reports.
6. The Recipient shall ensure that each Safeguard Monitoring Report shall be furnished by the Project Implementing Entity to the Association not later than forty-five (45) days after the end of the three (3) month period covered by such report and the first such report shall be furnished to the Association not later than forty-five (45) days after the end of the three (3) month period in which the activities of the Project commenced.
7. In the event of any conflict between the provisions of any Safeguard Instrument and those of this Agreement, the latter shall prevail.

G. Revolving Fund

- 1. The Recipient shall cause the Project Implementing Entity to (i) follow the Revolving Fund Protocol; and (ii) reflect any interest income generated from the Revolving Fund Funds in the annual work plans and budgets and use such income in the same manner as such funds.
- 2. The Recipient agrees to make the Revolving Fund Funds available to the Project Implementing Entity on a grant basis with no repayment obligations to the Recipient.
- 3. A portion of the Revolving Fund Funds may be used prior to their use for connections costs related to Sub-Components 2.1 and 3.1 of the Project to help finance connection costs of other low income, urban households with minimal risk of repayment failure during the first two (2) years following the Effective Date, provided that such initial use shall have been agreed in advance with the Association in connection with the relevant annual work plan and budget.

H. Transfer of Assets

1. The Recipient shall complete the transfer of Assets to the Project Implementing Entity not later than six (6) months after the Effective Date.

I. Tax-Exempt Purchases

1. The Recipient shall ensure that the Project Implementing Entity may purchase goods and services for the Project on a tax exempt basis.

J. CIE Successor

1. The Recipient shall ensure that any successor entity to CIE shall accept and be bound by any commitments undertaken by CIE regarding implementation of the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.
2. The Recipient shall cause the Project Implementing Entity to provide to the Recipient, not later than six (6) months after the Closing Date, for incorporation in the report referred to in Section 4.08(c) of the General Conditions, all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the Provisions of Part A of this Section, the Recipient shall ensure and cause the Project Implementing Entity to prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar

quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall ensure and cause the Project Implementing Entity to have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period and made publicly available in a timely fashion and in a manner acceptable to the Association.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding subject to the following additional provisions: the Recipient shall use the Association's standard bidding documents or other bidding documents which shall

have been found acceptable to the Association prior to their use; (b) Shopping; and (c) Direct Contracting, subject to the Association's prior written approval.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms, subject to the Association's prior written approval; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants, subject to the Association's prior written approval.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Credit

A. General

1. The Recipient may withdraw the proceeds of the Credit in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated February 2017, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Credit ("Category"), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Scale-Up Credit Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services, Operating Costs and Training for Components 1, 2 and 4 and Sub-Component 3.1 of the Project	276,344,300	100%
(2) Goods, works, non-consulting services, and consultants' services for Sub-Component 3.2 of the Project	25,200,000	100%
(3) Front-end Fee	755,700	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 3.01 (a) of the General Conditions
TOTAL AMOUNT	302,300,000	

B. Withdrawal Condition; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed EUR 55,268,860 may be made for payments made prior to this date but on or after January 1, 2017 for Eligible Expenditures under Category 1.
2. The Closing Date is December 31, 2022.

SCHEDULE 3

Amortization Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1 commencing on June 1, 2026 to and including June 1, 2040; and	2.35%
on December 1, 2040 to and ending on December 1, 2046	2.45%

* The percentages represent the percentage of the principal amount of the Credit to be repaid.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
2. “Assets” means the assets that are the subject of *Decret No. 2010-36* dated March 23, 2010, resulting from the liquidation of *Société Energie Electrique de Côte d’Ivoire* (EECI).
3. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
4. “CIE” means *Compagnie Ivoirienne d’Electricité*.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
6. “Coordination Agreement” means the agreement between the Project Implementing Entity and CIE dated January 31, 2017, relating to implementation and inspection of works under the Project and acceptable to the Association.
7. “Displaced Persons” means a person who as a result of (i) the involuntary taking of land under the Project is affected in any of the following ways: (a) relocation or loss of shelter; (b) loss of assets or access to assets; or (c) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood.
8. “Electricity for All Program” means the program adopted by the Council of Ministers on May 27, 2014 under the Ministry of Oil, Energy and Development of Renewable Energies (*Ministère du Pétrole, de l’Energie et du Développement des Energies Renouvelables*) involving measures to expand electricity access in Cote d’Ivoire. The program’s objective is to provide electricity to all households in Cote d’Ivoire by 2020, with the aim of connecting 200,000 households per year from 2014 to 2020.
9. “Environmental and Social Impact Assessment” or “ESIA” means an environmental and social impact assessment to be conducted by the Recipient in accordance with the procedures and requirements under the ESMF with the aim of identifying and evaluating environmental impacts and risks associated with the Project activities, as

such ESIA may be amended from time to time with the prior written approval of the Association; and “ESIAs” means, collectively, all such ESIA.

10. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework, disclosed in country on February 1, 2017 and at the Association’s *Infoshop* on January 31, 2017 giving details of the policies and procedures designed to maximize the benefits of the Project, eliminate, mitigate or offset any adverse environmental impacts, or reduce such impacts to acceptable levels, along with procedures for the protection of cultural property, as such ESMF may be amended subject to compliance with the same approval formalities as applied to the adoption of the ESMF.
11. “Environmental and Social Management Plan” or “ESMP” means an environmental and social management plan to be prepared by the Recipient in accordance with the procedures and requirements under the ESMF, defining: (a) the measures to be taken during the implementation of a particular activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as such ESMP may be amended from time to time with the prior written approval of the Association; and “ESMPs” means, collectively, all such ESMP.
12. “Environmental Audit” means an environmental safeguard tool consisting of a systematic assessment of the performance of the environmental management system.
13. “EURIBOR” means for any Interest Period, the Euro interbank offered rate for deposits in Euro for six months, expressed as a percentage per annum, that appears on the Relevant Rate Page as of 11:00 a.m., Brussels time, on the Reference Rate Reset Date for the Interest Period.
14. “Euro Area” means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.
15. “Financial Center” means the principal financial center of the relevant member state in the Euro Area.
16. “Fixed Spread” means the Association’s fixed spread for the Credit Currency in effect at 12:01 a.m. Washington, D.C. time, one calendar day prior to the date of this Agreement and expressed as a percentage per annum.
17. “Gagnoa ESIA” means the Recipient’s ESIA giving details for the Gagnoa 2 substation, disclosed in country on January 31, 2017 and at the Association’s *Infoshop* on January 25, 2017.

18. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
19. “HV” means high voltage, which is a voltage higher than 50kV. In Côte d’Ivoire there are three standard HV levels: 90kV, 225kV and 400kV.
20. “LV” means low voltage, which is a voltage lower or equal to 1kV. In Côte d’Ivoire there are two standard LV levels: 220V and 380V.
21. “MV” means medium voltage, which is a voltage higher than 1kV and lower or equal to 50kV. In Côte d’Ivoire there are two standard MV levels: 15kV and 33kV.
22. “Operating Costs” means incremental recurrent expenditures incurred for purposes of implementation of the Project on account of local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications’ expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service.
23. “Owner’s Engineer” means one or more consultants or engineering firms contracted by the Project Implementing Entity to provide support in the management, coordination, supervision, quality control and oversight of the implementation of activities financed under the Project.
24. “PIU” means the Project implementation unit described in Section I.A.4-5 of Schedule 2 to this Agreement.
25. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
26. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 24, 2017 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
27. “Project Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Credit available to the Project Implementing Entity.
28. “Project Implementing Entity” means *Sociétés des Energies de Cote d’Ivoire*, also known as CI-ENERGIES.

29. “Project Implementing Entity’s Legislation” means *Decret No. 2011-472* dated December 21, 2011 establishing the Project Implementing Entity.
30. “Project Implementation Manual” means the Project Implementing Entity’s manual, agreed with the Association and outlining Project implementation details, including as specified in Section I.B.1 of Schedule 2 to this Agreement for purposes of the Project Implementing Entity’s operations, as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to said Manual.
31. “Project Oversight Committee” means the committee described in Section I.A.1 of Schedule 2 to this Agreement, which is chaired by the Managing Director of the Project Implementing Entity and composed of representatives of the Project Implementing Entity, the Directorate General of Energy in the Ministry of Oil, Energy and Development of Renewable Energies (*Ministère du Pétrole, de l’Energie et du Développement des Energies Renouvelables*), CIE, the Ministry of Budget and Government Portfolio (*Ministère auprès du premier ministre chargé du budget et du portefeuille de l’état*), and the Ministry of Economy and Finances (*Ministère auprès du premier ministre chargé de l’économie et des finances*) with meetings on a quarterly basis to provide overall oversight and strategic leadership of the Project, assess Project performance and challenges, assist in finding solutions to such challenges, and review the plans for the following quarter to determine where assistance to the PIU may be required.
32. “Resettlement Action Plan” or “RAP” means a resettlement action plan to be prepared by the Recipient in accordance with the procedures and requirements under the RPF, setting out, for a particular activity, actions and measures for compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP, as such plan may be revised from time to time with prior written approval of the Association; and “RAPs” means, collectively, all such RAP.
33. “Resettlement Policy Framework” or “RPF” means the Recipient’s Resettlement Policy Framework disclose in country on January 26, 2017 and at the Association’s *Infoshop* on January 26, 2017 giving details of the policies and procedures governing compensation, rehabilitation and resettlement assistance in favor of Displaced Persons, as such RPF may be amended subject to compliance with the same approval formalities as applied to the adoption of the RPF.
34. “Revolving Fund” means a revolving fund to be established as part of the Project following the principles and technical specifications of the Electricity for All Program and designed to take into account different categories of income to enable

improved payment terms for household connections provided by CIE, as specified in the Project Implementation Manual.

35. “Revolving Fund Funds” means proceeds of the Credit under Category 2 of the expenditure table in Section IV of this Agreement, in relation to Sub-Component 3.2 of the Project, in addition to any interest income generated from such proceeds.
36. “Revolving Fund Protocol” means the agreement dated February 23, 2017 between the Project Implementing Entity and CIE that determines the terms and conditions regarding the Revolving Fund.
37. “Safeguard Instruments” means, collectively, the ESMF, RPF, ESIA (including the Gagnoa ESIA), ESMPs, Environmental Audits (including the Yopougon 1, Bia-Sud and Treichville Environmental Audit) and RAPs, and “Safeguard Instrument” means any one such instrument.
38. “Training” means training and training-related activities under the Project, including seminars, workshops and study tours, together with all costs associated with travel and subsistence allowances for training participants, trainers’ fees, rental of training facilities, preparation and reproduction of training materials and other activities reasonably incidental to the preparation and implementation of training activities.
39. “Yopougon 1, Bia-Sud and Treichville Environmental Audit” means the Recipient’s Environmental Audit assessing and developing mitigation measures on the current substations of Yopougon 1, Bia-Sud and Treichville, disclosed in country on January 31, 2017 and at the Association’s Infoshop on January 25, 2017.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified, as necessary, to reflect the modifications set forth in the paragraphs below.
2. Section 2.07 (*Refinancing Preparation Advance*) is retitled as “*Capitalizing Front-end Fee*” and modified to read as follows:

“Section 2.07. *Capitalizing Front-end Fee*

Except as otherwise provided in the Financing Agreement, the Association shall, on behalf of the Recipient, withdraw from the Credit Account on or after the

Effective Date and pay to itself the amount of the Front-end Fee payable pursuant to Section 3.01 (a).”

3. Section 3.01 (*Commitment Charge*) is retitled as “*Front-end Fee; Commitment Charge*”, amended by adding a new paragraph (a), and modified to read as follows:

“Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Recipient shall pay the Association a front-end fee on the Credit amount at the rate specified in the Financing Agreement (the “Front-end Fee”).

(b) The Recipient shall pay the Association a commitment charge on the Unwithdrawn Credit Balance at the rate specified in the Financing Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Financing Agreement to the respective dates on which amounts are withdrawn by the Recipient from the Credit Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date.”

3. Section 3.02 (*Service Charge*) is retitled as “*Interest Charge*” and modified to read as follows:

“Section 3.02. *Interest Charge*

The Recipient shall pay the Association interest on the Withdrawn Credit Balance at the rate specified in the Financing Agreement. Interest shall accrue from the respective dates on which amounts of the Credit are withdrawn and shall be payable semi-annually in arrears on each Payment Date. Interest Charges shall be computed on the basis of a 360-day year of twelve 30-day months.”

4. Section 3.03 (*Repayment of the Credit*) is modified by deleting paragraph (b) in its entirety and amending the remaining paragraph (a) to read as follows:

“Section 3.03. *Repayment of the Credit*

The Recipient shall repay the Withdrawn Credit Balance to the Association in installments as provided in the Financing Agreement.”

6. In the Appendix, **Definitions**, all relevant references to Sections, numbers and paragraphs are modified, as necessary, to reflect the modifications set forth in paragraphs 1 through 5 above.
7. Paragraph 28 of the Appendix (“Financing Payment”) is modified to read as follows:

“28. “Financing Payment” means any amount payable by the Recipient to the Association pursuant to the Financing Agreement or these General Conditions, including (but not limited to) any amount of the Withdrawn Credit Balance, interest, the Front-end Fee and the Commitment Charge.”

8. A new paragraph 30 is inserted in the Appendix with the following definition of “Front-end Fee”, and the subsequent paragraphs are renumbered accordingly:

“30. “Front-end Fee” means the fee specified in the Financing Agreement for the purpose of Section 3.01 (a).”

9. A new paragraph 33 is inserted in the renumbered Appendix with the following definition of “Interest Charge”, and the subsequent paragraphs are renumbered accordingly:

“33. “Interest Charge” means the interest charge specified in the Financing Agreement for the purpose of Section 3.02.”

10. Renumbered paragraph 38 (originally paragraph 36) of the Appendix (“Payment Date”) is modified by deleting the words “Service Charges” and inserting the words “Interest Charges”.

11. Renumbered paragraph 51 (originally paragraph 49) of the Appendix (“Service Charge”) is deleted in its entirety, and the subsequent paragraphs are renumbered accordingly.