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OFFICIAL DOCUMENTS

CREDIT NUMBER 5999-CI

Project Agreement

(ELECTRICITY TRANSMISSION AND ACCESS PROJECT)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

SOCIETES DES ENERGIES DE COTE D'IVOIRE (CI-ENERGIES)

Dated April 21, 2017

PROJECT AGREEMENT

Agreement dated **April 21, 2017**, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and SOCIETES DES ENERGIES DE COTE D’IVOIRE (CI-ENERGIES) (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the REPUBLIC OF CÔTE D’IVOIRE (“Recipient) and the Association. The Association and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendices to the Financing 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 Financing Agreement or the General Conditions.

ARTICLE II — PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out implementation of the Project in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services, and other resources required for the Project.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out its implementation of the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — TERMINATION

- 3.01. For purposes of Section 8.05(c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01 The Project Implementing Entity's Representative is its *Directeur Général*.

4.02. 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

4.03. The Project Implementing Entity's Address is:

CI- ENERGIES
01 B.P. 1345
Abidjan 01
Cote d'Ivoire

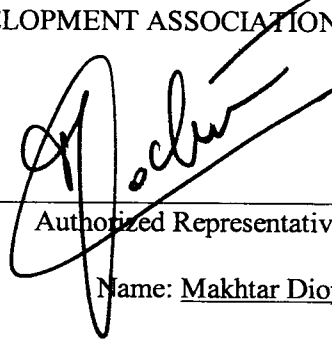
Telephone: +225-202062-01

Facsimile: +225-20332682

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Makhtar Diop

Title: Vice President

SOCIETES DES ENERGIES DE COTE D'IVOIRE
(CI-ENERGIES)

By



Authorized Representative

Name: Amidou Traoré

Title: Managing Director

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall be responsible for Project implementation, management, and monitoring and evaluation, and shall be responsible for technical supervision of the Project, as set forth in Schedule 1 of the Financing Agreement, in accordance with the following institutional arrangements.

Project Oversight Committee

2. The Project Implementing Entity shall support, throughout Project implementation, the Project Oversight Committee, with composition and terms of reference satisfactory to the Association to carry out its responsibilities under the Project.
3. Without limitation upon the generality of the provisions of paragraph A.2. above, the Project Oversight Committee shall: (i) be responsible for overall oversight and strategic leadership of the Project; (ii) assess Project performance and challenges on a regular basis; (iii) assist in finding solutions to such challenges; and (iv) review the plans for the following quarter to determine where assistance to the PIU may be required.

Project Implementation Unit

4. The Project Implementing Entity shall establish and maintain, throughout Project implementation, a unit with terms of reference and resources acceptable to the Association ("Project Implementation Unit" or "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 Project Implementing Entity shall 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. To this end, the Project Implementing Entity shall have hired, not later than two (2) months after the Effective Date, a procurement specialist, a Project accountant and a social and gender safeguards specialist, under terms of reference and with qualification and experience satisfactory to the Association.

Project Coordinator

6. The Project Implementing Entity shall 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 Project Implementing Entity shall, not later than six (6) months after the Effective Date, 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 Project Implementing Entity shall carry out the Project in accordance with the Project Implementation Manual.
2. Except as the Association shall otherwise agree in writing, 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 Project Implementing Entity shall, not later than October 31 of each year throughout Project implementation, 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. 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.

5. The Project Implementing Entity shall 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.
6. 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. Anti-Corruption

The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Instruments.
2. Without limitation on the provisions of paragraph 1 immediately above, the Project Implementing Entity shall 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 Project Implementing Entity 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 Project Implementing Entity 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 Project Implementing Entity shall:
 - (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;
 - (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 on such reports.
- 6. The Project Implementing Entity shall ensure that each Safeguard Monitoring Report is furnished 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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall 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 a 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 Project Implementing Entity shall 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 Project Implementing Entity shall maintain a financial management system and prepare Financial Statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations and financial condition of the Project Implementing Entity, including the operations, resources, and expenditures related to the Project.
2. Without limitation on the provisions of Part A of this Section, the Project Implementing Entity shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Project Implementing Entity shall have its Financial Statements referred to above audited by independent auditors acceptable to the Association, in accordance with the provisions of Section 4.09(b) of the General Conditions, with consistently applied auditing standards acceptable to the Association. Each audit of these Financial Statements shall cover the period of one (1) fiscal year of the Project Implementing Entity. The audited Financial Statements for each such period shall be: (a) furnished to the Association not later than six (6) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

Section III. Procurement

The Project Implementing Entity shall be responsible for ensuring that procurement of the goods, works, and services required for the Project and to be financed out of the proceeds of the Financing is carried out in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement, as said provisions may be further elaborated in the Procurement Plan.

Section IV. Other Undertakings

A. Revolving Fund

1. The Project Implementing Entity shall establish the Revolving Fund with an institutional framework, functions, and resources satisfactory to the Association, including that the Project Implementing Entity shall: (i) follow the Revolving Fund Protocol; (ii) receive the Revolving Fund Funds on a grant basis with no repayment obligations to the Recipient; and (iii) 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. 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.

B. Revolving Fund Protocol

1. The Project Implementing Entity shall follow the terms of the Revolving Fund Protocol.
2. In the event of any conflict between the provisions of the Revolving Fund Protocol and those of this Agreement, the latter shall prevail.

C. Coordination Agreement

1. The Project Implementing Entity shall follow the terms of the Coordination Agreement.
2. In the event of any conflict between the provisions of the Coordination Agreement and those of this Agreement, the latter shall prevail.