Hon. Adama Kone  
Minister of Economy & Finance  
Ministry of Economy & Finance  
BP V 163  
Abidjan  
Côte d’Ivoire

Re: Cote d’Ivoire: Credit Number 5921-CI  
(Urban Water Supply Project)  
Amendment to the Financing Agreement

Excellency:

We refer to the Financing Agreement ("Agreement") between the Republic of Cote d’Ivoire ("Recipient") and the International Development Association ("Association"), dated February 20, 2017, for the above-referenced Project, for which an additional financing is also sought, and our subsequent discussions.

Following approval by the Board of Executive Directors of the additional financing referred-to above, we are pleased to inform you that the Association hereby proposes to amend the Agreement as follows:

1. The name of the Project is hereby amended and replaced with “Urban Water Supply and Sanitation Project”.

2. Schedule 1 of the Original Financing Agreement is hereby amended in its entirety and replaced with the Schedule 1 in Annex 1 to this Letter.

3. Section I.A.1. of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as follows:

“The Recipient shall maintain throughout Project implementation, a steering committee ("Steering Committee") whose updated mandate, terms of reference and composition shall be acceptable to the Association: (i) to be responsible for overall oversight and strategic leadership of the Project; and (ii) to verify that activities are consistent with sector strategy and ensure cross-sectoral coordination with other line-ministries. The Steering Committee shall be chaired by the Minister of Water or his designate, and include representatives inter alia of the Ministry of Economy and Finance, the Ministry of Budget, and the Ministry of Sanitation and Public Hygiene.”

4. Section I.B. of Schedule 2 to the Original Financing Agreement is hereby amended in its entirety and replaced with Annex 2 to this Letter.
5. Section I.D. of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as follows:

"D. Anti-Corruption"

Except as otherwise provided in Section III.A.1 of Schedule 2 to this Agreement, the Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines”.

6. Section I.G. of Schedule 2 to the Original Financing Agreement is hereby renumbered to I.F., with all references to said Section I.G. renumbered accordingly, and replaced with Annex 3 to this Letter.

7. Section III.A. of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as follows:

"A. General"

1. Procurement Regulations

All goods, works, non-consulting services and consulting services required for the Project, to be financed out of the proceeds of the Financing, and for which the procurement process starts on or after the Effective Date of the Additional Financing, shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations, and the provisions of the Recipient’s Procurement Plan, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

2. Procurement Guidelines and Consultant Guidelines

(a) Procurement and Consultant Guidelines. All goods, works, non-consulting services and consultants’ services required for the Project, to be financed out of the proceeds of the Financing and for which the procurement process started before the Effective Date of the Additional Financing, shall be procured in accordance with the provisions of this Section, and with the requirements set forth or referred to in Section I of the Procurement Guidelines, in the case of goods, works and non-consulting services; and Sections I and IV of the Consultant Guidelines, in the case of consultants’ services; and the provisions of this Section, as the same shall be elaborated in the Procurement Plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines.

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank 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.”

8. Section IV.A.2. of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as follows:
"The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consulting and non-consulting services, consultants' services, Operating Costs and Training for Parts A(i)-(v), C(i)(b), C(v) and D(i) of the Project</td>
<td>44,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>44,800,000</td>
<td></td>
</tr>
</tbody>
</table>

9. Section IV.B.2. of Schedule 2 to the Original Financing Agreement is hereby amended to read in its entirety as follows:

"The Closing Date is April 30, 2024".

10. In the Appendix of the Original Financing Agreement, the definitions in Annex 4 are added or modified and placed in alphabetical order to read as follows, and the rest of the definitions are renumbered accordingly to maintain alphabetical order.

All the terms and conditions of the Original Financing Agreement that have not been amended hereby shall remain unchanged and in full force and effect.
Please indicate your agreement with the foregoing, by countersigning and dating the two original copies of this letter and returning one countersigned original copy to the Association. Upon receipt by the Association of said original countersigned by the authorized representative of the Recipient and dated, this amendment shall become effective as of the latest of the following two dates: (1) the date of countersignature of this letter or (2) the Effective Date of the Additional Financing Agreement.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Coralie Gevers
Country Director for Cote d'Ivoire
Africa Region

AGREED:
REPUBLIC OF COTE D'IVOIRE

By:
Authorized Representative

Name: Adama KONE
Title: ____________________________
Date: 23 JUIL 2019

Attachments: a/s
SCHEDULE 1

Annex 1

Project Description

The objective of the Project is to increase access and quality of water services and access to sanitation in selected urban areas, and to improve planning and monitoring of the urban water sector.

The Project consists of the following parts:

Part A: Urban Water Supply

Carrying out a program of activities to: (i) construct water treatment plants, boreholes, water intakes and pumping stations in selected urban centers; (ii) construct storage tanks; (iii) construct water transmission lines and expand water distribution networks; (iv) install social water connections; (v) perform works supervision; and (vi) perform relevant technical and socio-environmental design studies.

Part B: Urban Sanitation

Carrying out a program of activities to: (i) construct or rehabilitate sanitation, hygiene and water facilities in selected public areas such as schools and health facilities; (ii) provide institutional strengthening through the preparation of relevant studies, including inter alia, a national sanitation strategy, and sanitation and drainage master plans; (iii) carry out hygiene promotion and awareness campaigns; and (iv) support capacity building and Training for ONAD.

Part C: Urban Water Sector Strengthening

Carrying out a program of activities to: (i) (a) provide institutional strengthening through the preparation of relevant studies and technical assistance to advance the urban water sector strategic planning, monitoring and financing, and to improve water resource management, (b) including an inventory of urban water supply sector assets, the development of a financial model for the urban water supply sector and an audit of the Affermage Contract and the ONEP Agreement; (ii) establish district metered areas for leak detection in selected urban areas; (iii) design, install and maintain a digital hydrological data collection platform; (iv) renew essential water assets, including inter alia water distribution networks, hydraulics and electromechanical equipment; (v) provide capacity building for ONEP in financial planning and operations monitoring; and (vi) provide capacity building and Training required by the Project for MH and ONEP.

Part D: Project management

Carrying out a program of activities to provide: (i) operations and strengthened capacity of the PCU and ONEP in Project management; and (ii) further support to the PCU, MH, ONEP and ONAD, for Project management and implementation, including through the provision of technical assistance, Operating Costs, Training, goods, consultants and services for the required purpose.
B. Project Implementation Obligations

1. To facilitate the carrying out of the Project, the Recipient shall, not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, update to the satisfaction of the Association, and maintain the contract entered into with the PCU under the Original Project, vesting responsibility in the PCU for the overall management, monitoring and supervision of the Project, and setting out details of the roles and responsibilities of the PCU under the Project ("PCU Project Implementation Support Contract").

2. To facilitate the carrying out of Parts A and C of the Project, the Recipient shall, not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, update to the satisfaction of the Association, and maintain the contract entered into with ONEP and the PCU under the Original Project, vesting responsibility in ONEP for the technical management of Parts A and C of the Project, and specifying ONEP’s roles and responsibilities ("ONEP Project Implementation Support Contract").

3. To facilitate the carrying out of Part B of the Project, the Recipient shall, not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, enter into an implementation support contract with ONAD and the PCU, satisfactory to the Association, vesting responsibility in ONAD for the technical management of Part B of the Project, and specifying ONAD’s roles and responsibilities ("ONAD Project Implementation Support Contract").

4. The Recipient shall exercise its rights and carry out its obligations under the Project Implementation Support Contracts 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 the Project Implementation Support Contracts or any of their provisions.

5. The Recipient shall ensure that, throughout Project implementation, each of the PCU, ONEP, and ONAD, maintains a level of institutional resources and capacity adequate and deemed satisfactory to the Association to efficiently carry out its roles and responsibilities under the Project.
F. Safeguards

1. The Recipient shall 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 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, 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 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. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the Safeguard Instruments.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
7. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall:

(a) include in the Project Reports referred to in Section II. of this Schedule 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; and

(b) afford the Association a reasonable opportunity to exchange views with the Recipient on such reports.

8. Each such report referred to in paragraph 7 immediately above shall be furnished to the Association not later than forty-five (45) days after the end of the six (6) 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 six (6) month period in which the activities of the Project commenced.

9. The Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
APPENDIX

Annex 4

Section I. Definitions

“Additional Financing” means the financing provided pursuant to Credit No. 6452-CI, and “Additional Financing Agreement” means the financing agreement between the Recipient and the Association for said Credit.

“Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework, disclosed in country on September 28, 2016 and at the Association’s Infoshop on September 28, 2016, as updated and disclosed in-country and on the Association’s website on May 4, 2019, 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.

“MHI” means Ministère de l’hydraulique, the Recipient’s Ministry of Water, or any successor thereto, and “Minister of Water” means its highest representative.

“Ministry of Sanitation and Public Hygiene” means Ministère de l’assainissement et de la salubrité publique, or any successor thereto.

“ONAD” means Office National de l’Assainissement et du Drainage, the Recipient’s sanitation and sewage agency, established pursuant to Decree No. 2011-482 of December 28, 2011, as amended, or any successor thereto.

“ONAD Project Implementation Support Contract” means the contract among the Recipient, ONAD and the PCU referred to in Section B.3. of Schedule 2 to this Agreement, as further described in the Project Implementation Manual, to be responsible for technical implementation of Part B of the Project, including, inter alia, the following: (i) all technical management of the conception, construction and rehabilitation works of the Project; and (ii) provision of quality control for infrastructural work and ensuring that appropriate standards are maintained.

“ONEP Project Implementation Support Contract” means the contract among the Recipient, ONEP and the PCU referred to in Section B.2. of Schedule 2 to this Agreement, formerly referred to as “implementation support contract” prior to its requalification through the Additional Financing Agreement, as updated and further described in the Project Implementation Manual, to be responsible for technical implementation of Parts A and C of the Project, including, inter alia, the following: (i) all technical management of the conception, construction and rehabilitation works of the Project; and (ii) provision of quality control for infrastructural work and ensuring that appropriate standards are maintained.

“Original Project” means the Urban Water Supply Project financed by Credit No. 5921-CI, as agreed originally on February 20, 2017.

“PCU Project Implementation Support Contract” means the contract referred to in Section B.1. of this Agreement, as further described in the Project Implementation Manual, and originally referred to as the “project management contract” prior to its requalification through the Additional Financing Agreement.


“Resettlement Policy Framework” or “RPF” means the Recipient’s Resettlement Policy Framework disclosed in-country on September 28, 2016 and at the Association’s Infoshop on September 28, 2016 as updated and disclosed in-country and on the Association’s website on May 2, 2019, 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.

“Steering Committee” means the Steering Committee referred to in Section I.A.1. of Schedule 2 to this Agreement, and established pursuant to Arrêté No. 538/MIE/CAB of August 16, 2016, as it may be amended from time to time.