Project Agreement

(Emergency Urban Infrastructure Rehabilitation and Maintenance Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

AGENCE D’EXECUTION DES TRAVAUX D’INTERET PUBLIC EN CENTRAFRIQUE (AGETIP CAF)

Dated June 20, 2007
GRANT NUMBER H291-CA

PROJECT AGREEMENT

AGREEMENT dated June 20, 2007, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and AGENCE D’EXECUTION DES TRAVAUX D’INTERET PUBLIC EN CENTRAFRIQUE (AGETIP CAF) (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the CENTRAL AFRICAN REPUBLIC (“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 Appendix 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 Part A of the Project and the fiduciary aspects of Part B 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 its Respective Part of 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 Respective Part 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 years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its General Manager (*Directeur Général*).

4.02. The Association’s Address is:

International Development Association

1818 H Street, NW
Washington, DC 20433
United States of America

Cable: INDEVAS
Telex: 248423(MCI)
Facsimile: 1-202-477-6391

Washington, D.C.

4.03. The Project Implementing Entity’s Address is:

Agence d’Exécution des Travaux d’Intérêt Public en Centrafrique (AGETIP CAF)
B.P. 895
Rue du Stade Barthélémy Boganda
Bangui
Centrafricaine

Télécopie:

(236) 61 51 77
AGREED in Bangui, Central African Republic, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Jelena Pantelic

Authorized Representative

AGENCE D'EXECUTION DES TRAVAUX D'INTERET PUBLIC
EN CENTRAFRIQUE (AGETIP CAF)

By /s/ Marcel Nganassem

Authorized Representative
SCHEDULE

Execution of the Project Implementing Entity’s Respective Part of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall carry out Part A of the Project and the fiduciary aspects (financial management and procurement) of Part B of the Project (the Project Implementing Entity’s “Respective Part of the Project”), under the oversight of the Ministry of Urbanism and the coordination and overall management of the Project Steering Committee.

B. Anti-Corruption

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

C. Safeguards

Starting six months after the Effective Date, the Project Implementing Entity shall implement the Project in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environment and Social Management Framework and the Resettlement Policy Framework.

D. Staff and Manual

The Project Implementing Entity shall maintain throughout the implementation of the Project sufficient resources and staff with experience and qualification satisfactory to the Association, for the performance of their obligations under the Project Agreement.

The Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the provisions of the Project Manual of Operation, and shall not, unless the Association shall otherwise agree, amend or waive any provision thereof which in the opinion of the Association may adversely and materially affect the implementation of the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in subparagraph (b) of this paragraph. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later two weeks after the end of the period covered by such
report for incorporation and forwarding by the Recipient to the Association of the overall Project Report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the Following:

(i) Number of people protected against periodic flooding;
(ii) Number of people getting access to potable water;
(iii) Number of people getting access to all year passable roads;
(iv) Number of people getting access to a sustainable solid waste management system; and
(v) Establishment and operation of a solid waste management team in the Municipality of Bangui.

2. The Project Implementing Entity shall provide to the Recipient not later than May 31, 2012, 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 its Respective Part of the Project.

2. The Project Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association. Each audit of these financial statements shall cover the period of one fiscal year of the Project Implementing Entity. The audited financial statements for each period shall be furnished to the Association not later than six months after the end of the period.

Section III. Procurement

All goods, works and services required for the Project Implementing Entity’s Respective Part of the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement.

Section IV. Other Undertakings

(i) No later than three months after the Effective Date, the Project Implementing Entity shall recruit an internal auditor for the Project, with terms of reference, qualification and experience satisfactory to the Association.
(ii) No later than three months after the Effective Date, the Project Implementing Entity shall establish a computerized information system for the financial management and procurement of the Project (including software customization, adoption of the Project manual of financial, accounting and administrative procedures in form and substance satisfactory to the Association, training and short term assistance), in a manner satisfactory to the Association.

(iii) No later than three months after the Effective Date, the Project Implementing Entity shall cause its relevant staff to be trained to use the Procurement Guidelines and the Consultants Guidelines.

(iv) No later than three months after the Effective Date, the Project Implementing Entity shall recruit a safeguard consultant for the implementation of Part A of the Project, with terms of reference, qualification and experience satisfactory to the Association.

(v) No later than three months after the Effective Date, the Project Implementing Entity shall recruit a procurement specialist, with terms of reference, qualification and experience satisfactory to the Association.