

Public Disclosure Authorized

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GEF GRANT NUMBER TF094675

Global Environment Facility
Grant Agreement

(Emergency Infrastructure Rehabilitation and Energy Project)

between

REPUBLIC OF TOGO

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated June 29, 2009

GEF GRANT NUMBER TF094675

**GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT**

AGREEMENT dated June 29, 2009, entered into between:

REPUBLIC OF TOGO (“Recipient”); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 1, 2008 (“Standard Conditions”) 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 Standard Conditions or in the Financing Agreement (“Financing Agreement”) of same date between the Recipient and the International Development Association (the Association).

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to one million eight hundred eighteen thousand one hundred and eighty two United States Dollars (\$1,818,182) (“Grant”) to assist in financing the Part A.4 of the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

**Article IV
Effectiveness; Termination**

- 4.01. The Additional Conditions of Effectiveness consist of the following: namely, that the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement).
- 4.02. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Recipient's Minister responsible for finance.
- 5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministère de l'Economie et des Finances
Immeuble CASEF
B.P. 387
Lomé, Togo

Facsimile:

228-221-09-05

- 5.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable:

Telex:

Facsimile:

INTBAFRAD
Washington, D.C.

248423 (MCI) or
64145 (MCI)

1-202-477-6391

AGREED at Lomé, Togo, as of the day and year first above written.

REPUBLIC OF TOGO

By /s/ Adji Otèth Ayassor

Authorized Representative

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the
Global Environment Facility**

By /s/ Joseph Baah-Dwomoh

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to increase access to infrastructure and urban services in Lomé.

The Project consists of the following parts:

Part A: Infrastructure Rehabilitation

Carrying out of Annual Work Programs of works, and provision of goods required for the purpose of:

1. Drainage rehabilitation in selected poor neighborhoods of Lomé, through: (a) cleaning of approximately forty two kilometers (42 km) of existing canals throughout the city of Lomé; (b) rehabilitation and extension of approximately eight kilometers (8 km) of unsound drainage networks, resurfacing of drains and construction of new culverts along major roads, using mostly labor-intensive works methods; (c) rehabilitation of shoulders and side ditches of the secondary drainage network that drains into the lagoons of Lomé; and (d) construction of four (4) storm water retention ponds, including their fencing and the equipment of one of them with a pumping station.
2. Rehabilitation of approximately five kilometers (5 km) of primary and secondary roads in Lomé to increase access to isolated areas of the city, including Adakpame, Adidogome, Totsi, Adidoade, and Zorro Bar neighborhoods through: (a) reshaping and reinforcing of base structures, re-gravelling and paving of roads, and rehabilitating drainage and crossing structures along those roads; and (b) construction of a bridge to widen the existing road and ease traffic flow.
3. Increasing access to and improve the quality of water services for residents in poor peri-urban neighborhoods of Lomé, not serviced by TdE, through: (a) drilling and equipping fifteen (15) solar-powered production boreholes, (b) connecting selected neighborhoods of Lomé to boreholes distribution in the form of mini-water supply systems, and (c) installing sixty (60) water kiosks (“*kiosques à eau*”) and standpipes.

4. (a) Rehabilitation of the electric distribution network of Lomé through:
(a) rehabilitation of twenty (20) medium voltage (MV) or low voltage (LV) transformers, including the replacement of selected small transformers by higher capacity transformers;
(ii) rehabilitation of the network distribution, including the execution of new MV substations and the reconstruction of selected LV substations to support acceptable capacity levels; and (iii) installation of fault passage indicators on the electric distribution network.

(b) Improving the energy efficiency of the electric distribution system through:
(i) installation of at least 400,000 Compact Fluorescent Lamps (CFLs) replacing incandescent light bulbs in use; (ii) carrying out of public information and awareness campaigns to promote a culture of energy efficiency; and (iii) implementation of a normative framework and quality control system in the national market of CFL distribution.

Part B: Institutional Strengthening

1. Carrying out of the following capacity building and institutional strengthening programs, including the provision of goods required for the purpose:

(a) a program to build capacity in terms of equipment and logistics for the entities involved in the implementation of the Project;

(b) a program to strengthen the supervision, monitoring, evaluation and communication skills and functions of the Technical Secretariat with regard to the implementation of the Project; and

(c) a program to provide capacity building activities to the staff of the entities involved in the implementation of the Project in financial management, procurement, monitoring and evaluation, environmental and social safeguards.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements; Procurement

- A.** Sections I and III of Schedule 2 to the Financing Agreement are hereby incorporated by reference and constitute an integral part of this Agreement, with modifications as shown below to the following terms, wherever they appear in said Section:
1. the term “Association” shall be read as World Bank;
 2. the term “Financing” shall be read as the Grant;
 3. the term “Recipient” shall be read as the Recipient of the Grant; and
 4. the term “Project” shall be read as the Project under this Agreement.
- B.** So long as any part of the Grant provided for under the Financing Agreement shall remain outstanding, and unless the Recipient has been notified otherwise by the World Bank:
1. all actions taken, including approvals given, by the Association pursuant to Section I of Schedule 2 to the Financing Agreement shall be deemed to be taken or given in the name and on behalf of both the Association and the World Bank; and
 2. any information or documentation furnished by the Recipient to the Association pursuant to the provisions of such Section shall be deemed to be furnished to both the Association and World Bank.
- C. Compact Fluorescent Lamps (CFLs)**
1. The Recipient shall: (a) ensure that CFLs provided under the Project are stored, sold, installed, collected and deposited and incandescent light bulbs are collected under the Project are collected and disposed of in an environmentally sound manner in accordance with guidelines acceptable to the World Bank; and (b) enable representatives of the World Bank, if the World Bank shall so request, to visit the sites where such CFLs are stored, sold, installed, collected and

deposited and where such incandescent light bulbs are collected, destroyed and disposed of.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators agreed with the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.

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 2.07 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than 45 days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements and those of the Delegated Contract Manager audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient, commencing with the Fiscal Year in which the first withdrawal was made under the Grant. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects")

dated May 2006, as revised from time to time by the World Bank 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 Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods and consultants’ services under Part A.4(b)(i) of the Project	1,618,182	100%
(2) Goods and consultants’ services under Part A.4(b)(ii) and (iii) of the Project	200,000	100%
TOTAL AMOUNT	1,818,182	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made under Category (1) unless the Recipient has provided evidence satisfactory to the Association that the ESMF and RPF have been disclosed and adopted pursuant to Section I of this Schedule in form and substance satisfactory to the Association.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2013.