



**GRANT NUMBER E1810-SL**

# **Project Agreement**

**(Additional Financing for Enhancing Sierra Leone Energy Access Project)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**ELECTRICITY DISTRIBUTION AND SUPPLY AUTHORITY**



**GRANT NUMBER E1810-SL**

**PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and ELECTRICITY DISTRIBUTION AND SUPPLY AUTHORITY (“Project Implementing Entity” or “EDSA”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the Republic of Sierra Leone (“Recipient”) and the Association, concerning Grant No. E1810-SL 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) apply to and form 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 the Additional Activities under Parts A, C.2 and D of the Project in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for its parts of the Project.

**ARTICLE III — TERMINATION**

- 3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

**ARTICLE IV — REPRESENTATIVE; ADDRESSES**

- 4.01. The Project Implementing Entity’s Representative is its Director General.

4.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

International Development Association  
1818 H Street, NW  
Washington, DC 20433  
United States of America; and

- (b) the Association's Electronic Address is:

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

4.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Project Implementing Entity's address is:

Electricity Distribution and Supply Authority  
Electricity House  
36 Siaka Steven Street  
Freetown  
Sierra Leone

- (b) the Project Implementing Entity's electronic address is:

Email:

AGREED as of the later of the two dates written below.

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Abdu Muwonge*

\_\_\_\_\_  
**Authorized Representative**

**Name:** Abdu Muwonge  
\_\_\_\_\_

**Title:** Country Manager  
\_\_\_\_\_

**Date:** 29-May-2023  
\_\_\_\_\_

**ELECTRICITY DISTRIBUTION AND SUPPLY  
AUTHORITY**

**By**

*Hon. Sheku A.F. Bangura*

\_\_\_\_\_  
**Authorized Representative**

**Name:** Hon. Sheku A.F. Bangura  
\_\_\_\_\_

**Title:** Minister of Finance  
\_\_\_\_\_

**Date:** 28-Jul-2023  
\_\_\_\_\_

## **SCHEDULE**

### **Execution of the Project Implementing Entity's Parts of the Project**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Project Implementing Entity shall:
  - (a) at all times during implementation of the Project, maintain the Project Management Team (PMT), with the responsibility for the day to day execution, coordination and implementation of the Project including, procurement, financial management, compliance with environmental and social management, monitoring and evaluation, supervision, reporting and communication aspects, of the Respective Parts of the Project; and
  - (b) without limitation to the provisions of sub-paragraph 1(a) immediately above, the Project Implementation Team shall be staffed with adequate staff drawn from its Engineering Department and Environmental and Social Management Unit for Respective Parts of the Project, and dedicated technical staff with terms of reference, experience, qualifications and resources, satisfactory to the Association, including a team leader, a supervision engineer, an environmental specialist, social and gender specialist (under procurement), a senior procurement specialist, and an FMS supported by finance assistance, civil engineer, and a substation engineer.

##### **B. Project Implementation Manual**

1. The Project Implementing Entity shall carry out the Respective Parts in accordance with the Project Implementation Manual. To this end, the Project Implementing Entity shall not amend the Project Implementation Manual without the prior written approval of the Association.
2. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

##### **C. Annual Work Plans and Budget**

1. Each year the Project Implementing Entity shall prepare a draft annual work plan and budget for its parts of the Project (including Training and Operating Costs) for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested.

2. The Recipient shall furnish to the Recipient, as soon as possible but in any case not later than October 31 such draft annual work plan and budget for incorporation and forwarding by the Recipient to the Association of the draft annual workplan and budget for the Project. Only the activities included in an annual work plan and budget expressly approved by the Association (each an “Annual Work Plan and Budget”) are eligible to a financing from the proceeds of the Financing.
3. The Recipient shall ensure that the Project is carried out in accordance with the Annual Work Plans and Budgets.

**D. Environmental and Social Standards**

1. The Project Implementing Entity shall, ensure that the Respective Parts of the Project are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that the Respective Parts of Project are implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Project Implementing Entity shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Project Implementing Entity shall: (a) not later than 30 days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.

4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Project Implementing Entity shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Project Implementing Entity shall, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
7. The Project Implementing Entity shall, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

## **Section II. Project Monitoring, Reporting and Evaluation**

The Project Implementing Entity shall monitor and evaluate the progress of Respective Parts of the Project and prepare Project Reports for the Respective Parts of the Project in accordance with the provisions of Section 5.08 (b) of the General Conditions and on the basis of the indicators acceptable to the Association. Each

such Project Report shall cover the period of one calendar quarter and shall be furnished to the Recipient not later than thirty (30) days 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.