OFFICIAL DOCUMENTS



Date: 03/20/2018

His Excellency Issa Doubragne Minister of Economy, Planning and International Cooperation Ministry of Economy, Planning and International Cooperation N'Djamena, Republic of Chad

Re: Chad: Advance Agreement for Preparation of Proposed Refugees

and Communities Project Preparation Advance No. IDA V176-

CD

Honorable Minister:

In response to the request for financial assistance made on behalf of the Republic of Chad ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank") proposes to extend to the Recipient an advance out of the World Bank's Project Preparation Facility in an amount not to exceed two million Dollars (\$ 2,000,000) ("Advance") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in financing the activities described in the Annex ("Activities"). The objective of the Activities is to facilitate the preparation of a proposed project designed to (i) improve access of refugees and host communities to basic services, livelihoods and safety nets and (ii) strengthen country systems to manage refugee situations ("Project") in support of which the Recipient has requested the World Bank's financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IBRD or IDA to assist in financing the Project; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours, INTERNATIONAL DEVELOPMENT ASSOCIATION

Soukeyna Kane Country Director for Chad Africa Region



Name: Issa Doubragne

Title: Minister of Economics and Development Planning

Date: **29** MARS 2018

Enclosures:

- (1) "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility", dated July 31, 2010; and
- (2) Disbursement Letter for the Advance of the same date as this Agreement, together with "Disbursement Guidelines for Investment Project Financing", dated February 2017.

PPA No. IDA V176-CD ANNEX

Article I Standard Conditions; Definitions

- 1.01. **Standard Conditions.** The "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility", dated July 31, 2010 ("Standard Conditions"), constitute an integral part of this Agreement.
- 1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, including the Appendix to this Agreement.

Article II Execution of the Activities

2.01. **Description of the Activities.** The Activities for which the Advance is provided consist of the following parts:

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- (i) technical and economic studies and assessments, including assessing economic opportunities in areas of intervention;
- (ii) preparation of *inter alia* technical specifications, tendering documents for investments in intrastructure and public services, safeguard documents and project implementation manual;
- (iii) purchase of goods;
- (iv) Operating Costs for the preparation of the Project;
- (v) hiring consultants to support the preparation of the Project inter alia on (i) and (ii)
- 2.02. Execution of the Activities Generally. The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities through the Project Implementing Unit in coordination with the Ministry of Planning and Economic Development in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) this Article II; and (c) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2017.
- 2.03. *Monitoring, Reporting and Evaluation of the Activities.* The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.

2.04. Financial Management.

- (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.09 of the Standard Conditions.
- (b) The Recipient shall ensure that interim un-audited financial reports for the Activities are prepared and furnished to the World Bank not later than 45 days after the end of each

half of the calendar year, covering such half of the calender year, in form and substance satisfactory to the World Bank.

- (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Sections 2.09 (b) of the Standard Conditions.
- (i) If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, the Recipient shall have the Financial Statements included in the first audit of financial statements required under the Refinancing Agreement.
- (ii) If, by the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, such audit of the Financial Statements shall cover the period of the Advance, commencing with the fiscal year in which the first withdrawal under the Advance was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of the Recipient's fiscal year in which the Refinancing Date occurs.
- (iii) Notwithstanding the provisions of paragraphs (i) and (ii) of this Section, the World Bank may request an audit of the Financial Statements prior to the Refinancing Date, covering such period as is indicated in its request. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.
- 2.05. **Procurement** All goods, non-consulting services and consulting services required for the Activities and to be financed out of the proceeds of the Advance shall be procured in accordance with the requirements set forth or referred to in the "World Bank Procurement Regulations for IPF Borrowers" dated July 2016, revised November 2017 ("Procurement Regulations") and the provisions of the Recipient's procurement plan for the Activities dated March 11, 2018 ("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.

Article III Withdrawal of the Advance

3.01. *Eligible Expenditures*. The Recipient may withdraw the proceeds of the Advance 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 "Disbursement Guidelines for Investment Project Financing" dated February 2017, 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 following table. The table specifies each category of Eligible Expenditures that may be financed out of the proceeds of the Advance ("Category"), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Advance Allocated (expressed in Dollars)	Percentage of Expenditures to be Financed (inclusive of Taxes)
Goods, non-consulting services and consultants' services and Operational Costs under the Activities.	2,000,000.00	100 %
TOTAL AMOUNT	2,000,000.00	100 %

- 3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed one hundred thousand Dollars (\$ 100,000) equivalent may be made for payments made prior to this date but on or after March 1, 2018, for Eligible Expenditures.
- 3.03. *Refinancing Date.* The Refinancing Date is December 31, 2018.

Article IV Terms of the Advance

- 4.01. Refinancing under the Refinancing Agreement: If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be paid to the World Bank as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of such amount of the Refinancing Proceeds, in accordance with the provisions of the Refinancing Agreement.
- 4.02. No Repayment in the absence of a Refinancing Agreement: Notwithstanding any provision to the contrary in the Standard Conditions, if, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such date, it has been so executed but terminates without becoming effective, then the Recipient shall not be obligated to repay the Withdrawn Advance Balance.

Article V Recipient's Representative; Addresses

- 5.01. *Recipient's Representative*. The Recipient's Representative referred to in Section 9.02 of the Standard Conditions is the minister at the time responsible for planning and economic development.
- 5.02. *Recipient's Address*. The Recipient's Address referred to in Section 9.01 of the Standard Conditions is:

Ministry of Economy, Planning and International Cooperation B.P. 286 N'Djamena Republic of Chad

Facsimile:

(235) 22-51-45-87

5.03. *World Bank's Address*. The World Bank's Address referred to in Section 9.01 of the Standard Conditions is:

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

Telex:

Facsimile:

248423 (MCI) or

1-202-477-6391

64145 (MCI)

Annex

Definitions

- "Operating Costs" means the reasonable incremental expenditures incurred on account of
 the Activities implementation including, inter-alia, office supplies, transportation, office
 administration, insurance, reasonable bank charges relating to operation of the designated
 account, and salaries of locally contracted employees, but excluding consultant fees and
 salaries of the Recipient's civil servants.
- 2. "Project Implementing Unit" means Cellule Filets Sociaux, a unit established within the Ministry of Planning and Economic Development in 2016.