## Ibirimo/Summary/Sommaire

## page/urup

#### A. Amategeko / Laws / Lois

N°008/2016	rvo ku wa	05/04/2016

#### N°008/2016 of 05/04/2016

#### N°008/2016 du 05/04/2016

#### N°010/2016 ryo ku wa 05/04/2016

#### N°010/2016 of 05/04/2016

Law approving ratification of the financing agreement no 5754-RW signed in Kigali, Rwanda on 31 December 2015, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the Rwanda Electricity Sector Strengthening Project ......7

#### N°010/2016 du 05/04/2016

Loi approuvant ratification de l'accord de financement nº 5754-RW signé à Kigali, au Rwanda le 31 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le projet de renforcement du secteur de l'électricité au Rwanda...7

# B. Amateka ya Perezida / Presidential Orders / Arrêtés Présidentiels

N°005/01 ryo ku wa 04/05/2016 Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo n° 929 yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ingana na miliyoni enye n'ibihumbi magana atanu z'Amadinari ya Koweti (4.500.000 K.D) agenewe umushinga w'umuhanda Nyagatare-Rukomo
N°005/01 of 04/05/2016  Presidential Order ratifying the loan agreement n° 929 signed in Kigali, Rwanda on 09 December 2015, between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of four million five hundred thousand Kuwaiti Dinars (K.D 4,500,000) for the Nyagatare-Rukomo Road Project
N°005/01 du 04/05/2016  Arrêté Présidentiel portant ratification de l'accord de prêt n° 929 signé à Kigali au Rwanda le 09 décembre 2015, entre la République du Rwanda et le Fonds Koweitien pour le Développement Economique Arabe, relatif au prêt de quatre millions cinq cent mille Dinars koweitiens (4.500.000 K.D) pour le projet de route Nyagatare-Rukomo
N°07/01 ryo ku wa 04/05/2016  Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo n° 5754-rw yashyiriweho umukono i Kigali mu Rwanda ku wa 31 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu na zirindwi n'ibihumbi magana arindwi z'Amadetesi (67.700.000 DTS) agenewe umushinga wo guteza imbere urwego rw'amashanyarazi mu Rwanda
N°07/01 du 04/05/2016  Arrêté Présidentiel portant ratification de l'accord de financement n° 5754-rw signé à Kigali, au Rwanda le 31 décembre 2015, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le projet de renforcement du secteur de l'Electricité au Rwanda

ITEGEKO Nº 008/2016 RYO KU WA LAW Nº 05/04/2016 RYEMERA BURUNDU **REPUBULIKA** Y'U RWANDA FOR **BIHUGU** BY'ABARABU, HUNDRED YEREKERANYE **INGANA** MILIYONI NA **N'IBIHUMBI MAGANA** Z'AMADINARI YA KOWETI (4.500.000 K.D) **AGENEWE UMUSHINGA W'UMUHANDA NYAGATARE-RUKOMO** 

05/04/2016 LOI 008/2016 OF KWEMEZA APPROVING RATIFICATION OF THE APPROUVANT Y'INGUZANYO N° 929 YASHYIRIWEHO KIGALI, RWANDA ON 09 DECEMBER KIGALI UMUKONO I KIGALI MU RWANDA KU 2015, BETWEEN THE REPUBLIC OF DECEMBRE **ARAB** ECONOMIC FONDS N'IKIGEGA CYA KOWETI GITSURA DEVELOPMENT, RELATING TO THE DEVELOPPEMENT AMAJYAMBERE Y'UBUKUNGU MU LOAN OF FOUR MILLION FIVE ARABE, **THOUSAND** N'INGUZANYO DINARS (K.D 4,500,000) FOR THE MILLE ENYE NYAGATARE-RUKOMO ATANU PROJECT

N° 008/2016  $\mathbf{DU}$ 05/04/2016 RATIFICATION AMASEZERANO LOAN AGREEMENT Nº 929 SIGNED IN L'ACCORD DE PRET Nº 929 SIGNE A  $\mathbf{AU}$ RWANDA  $\mathbf{LE}$ 2015, **ENTRE** LA WA 09 UKUBOZA 2015, HAGATI YA RWANDA AND THE KUWAIT FUND REPUBLIQUE DU RWANDA ET LE **KOWEITIEN POUR** LE **ECONOMIQUE** RELATIF AU PRET DE **KUWAITI OUATRE MILLIONS** CINO CENT **DINARS KOWEITIENS** ROAD (4.500.000 K.D) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO

#### **ISHAKIRO** TABLE OF CONTENTS TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza **Article One: Authorization of ratification** Article premier: Autorisation de ratification burundu Ingingo ya 2: Itegurwa, isuzumwa, n'itorwa Article 2: Drafting, consideration and Article 2: Initiation, examen et adoption de by'iri tegeko adoption of this Law la présente loi

Article 3: Entrée en vigueur Ingingo ya 3: Igihe iri tegeko ritangira Article 3: Commencement gukurikizwa

ITEGEKO N° 008/2016 RYO KU WA LAW N° 008/2016 OF 05/04/2016 **RYEMERA BURUNDU** REPUBULIKA Y'U RWANDA FOR BIHUGU BY'ABARABU, HUNDRED **YEREKERANYE** NA MILIYONI INGANA **MAGANA N'IBIHUMBI** Z'AMADINARI YA KOWETI (4.500.000 **AGENEWE UMUSHINGA** K.D) **W'UMUHANDA NYAGATARE-RUKOMO** 

KWEMEZA APPROVING RATIFICATION OF THE APPROUVANT AMASEZERANO LOAN AGREEMENT № 929 SIGNED IN L'ACCORD DE PRET № 929 SIGNE A Y'INGUZANYO N° 929 YASHYIRIWEHO KIGALI, RWANDA ON 09 DECEMBER KIGALI UMUKONO I KIGALI MU RWANDA KU 2015, BETWEEN THE REPUBLIC OF DECEMBRE WA 09 UKUBOZA 2015, HAGATI YA RWANDA AND THE KUWAIT FUND REPUBLIQUE DU RWANDA ET LE **ARAB ECONOMIC FONDS** N'IKIGEGA CYA KOWETI GITSURA DEVELOPMENT, RELATING TO THE DEVELOPPEMENT AMAJYAMBERE Y'UBUKUNGU MU LOAN OF FOUR MILLION FIVE ARABE, RELATIF THOUSAND KUWAITI QUATRE N'INGUZANYO DINARS (K.D 4,500,000) FOR THE MILLE ENYE NYAGATARE-RUKOMO ATANU PROJECT

05/04/2016 LOI N° 008/2016  $\mathbf{DU}$ RATIFICATION  $\mathbf{AU}$ **RWANDA** 2015, **ENTRE** LA **KOWEITIEN POUR ECONOMIQUE** AU PRET DE **MILLIONS** CINO CENT **DINARS KOWEITIENS** ROAD (4.500.000 K.D) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO

Twebwe, KAGAME Paul, Perezida wa Repubulika;

We, KAGAME Paul, President of the Republic; Nous, KAGAME Paul, Président de la République;

INTEKO **ISHINGA** YEMEYE, NONE NATWE DUHAMIJE, AND WE SANCTION, PROMULGATE DUTANGAJE ITEGEKO RITEYE RITYA THE FOLLOWING LAW AND ORDER LOI DONT LA TENEUR SUIT ET KANDI DUTEGETSE KO RYANDIKWA IT BE PUBLISHED IN THE OFFICIAL IGAZETI YA LETA REPUBULIKA Y'U RWANDA

YA GAZETTE OF THE REPUBLIC OF AU JOURNAL OFFICIEL DE LA **RWANDA** 

AMATEGEKO THE PARLIAMENT HAS ADOPTED LE PARLEMENT A ADOPTE ET NOUS SANCTIONNONS, PROMULGUONS LA ORDONNONS QU'ELLE SOIT PUBLIEE REPUBLIQUE DU RWANDA

#### **INTEKO ISHINGA AMATEGEKO:**

#### THE PARLIAMENT:

#### LE PARLEMENT:

Umutwe w'Abadepite mu nama yawo yo kuwa 23 Werurwe 2016;

March 2016;

The Chamber of Deputies, in its session of 23 La Chambre des Députés, en sa séance du 23 mars 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Pursuant to the Constitution of the Republic of Vu la Constitution de la République du Rwanda of 2003 revised in 2015, especially in its articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 120, 106, 167, 168 et 176;

Imaze gusuzuma Amasezerano y'Inguzanyo nº 929 yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amaiyambere v'Ubukungu mu Bihugu by'Abarabu, verekeranye n'inguzanyo ingana na miliyoni enve n'ibihumbi magana atanu z'Amadinari va Koweti (4.500.000 K.D) agenewe umushinga w'umuhanda Nyagatare-Rukomo;

After consideration of the Loan Agreement no 929 signed in Kigali, Rwanda on 09 December 2015, between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of four million five hundred thousand Kuwaiti Dinars (K.D 4,500,000) for the Nyagatare-Rukomo Road Project:

Après examen de l'Accord de Prêt nº 929 signé à Kigali au Rwanda le 09 décembre 2015, entre la République du Rwanda et le Fonds Koweitien pour le Développement Economique Arabe, relatif au prêt de quatre millions cinq cent mille Dinars Koweitiens (4.500.000 K.D) pour le Projet de route Nyagatare-Rukomo:

#### YEMEJE:

## **Article One: Authorization for ratification**

#### **ADOPTE:**

#### Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'Inguzanyo n° yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, verekeranye n'inguzanyo ingana na miliyoni enye n'ibihumbi magana atanu z'Amadinari va Koweti (4.500.000 K.D) agenewe umushinga w'umuhanda Nyagatare-Rukomo, ari ku mugereka, yemerewe kwemezwa burundu.

The Loan Agreement nº 929 signed in Kigali, Rwanda on 09 December 2015, between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of four million five hundred thousand Kuwaiti Dinars (K.D 4,500,000) for the

Nyagatare-Rukomo road project, in appendix, is approved for ratification.

**ADOPTS:** 

**Article premier: Autorisation de ratification** 

L'Accord de Prêt n° 929 signé à Kigali au Rwanda le 09 décembre 2015, entre la République du Rwanda et le Fonds Koweitien pour le Développement Economique Arabe, relatif au prêt de quatre millions cinq cent mille Dinars Koweitiens (4.500.000 K.D) pour le projet de route Nyagatare-Rukomo, en annexe, est approuvé pour ratification.

<u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko	Article 2: Drafting, consideration and adoption of this Law	Article 2: Initiation, examen et adoption de la présente loi	
Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Kinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en kinyarwanda.	
<u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa	Article 3: Commencement	<u>Article 3:</u> Entrée en vigueur	
Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.	
Kigali, ku wa 05/04/2016	Kigali, on 05/04/2016	Kigali, le 05/04/2016	
(sé) <b>KAGAME Paul</b> Perezida wa Repubulika	(sé) <b>KAGAME Paul</b> President of the Republic	(sé) <b>KAGAME Paul</b> Président de la République	
(sé)  MUREKEZI Anastase  Minisitiri w'Intebe	(sé) MUREKEZI Anastase Prime Minister	(sé) MUREKEZI Anastase Premier Ministre	
Bibonywe kandi bishyizweho Ikirango cya Repubulika:	Seen and sealed with the Seal of the Republic:	Vu et scellé du Sceau de la République:	
(sé) <b>BUSINGYE Johnston</b> Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	(sé) BUSINGYE Johnston Minister of Justice/Attorney General	(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux	

ITEGEKO N°010/2016 RYO KU WA LAW N°010/2016 **BURUNDU Y'INGUZANYO**  $N_0$ **YASHYIRIWEHO UMUKONO** UKUBOZA **2015.** HAGATI REPUBULIKA Y'U **N'IKIGEGA** N'INGUZANYO MILLION YEREKERANYE **ITANDATU** NA Z'AMADETESI (67.700.000 **UMUSHINGA AGENEWE** WO **GUTEZA IMBERE URWEGO RW'AMASHANYARAZI** MU **RWANDA** 

 $\mathbf{OF}$ 05/04/2016 LOI 05/04/2016 RYEMERA KWEMEZA APPROVING RATIFICATION OF APPROUVANT RATIFICATION DE AMASEZERANO THE FINANCING AGREEMENT NO L'ACCORD DE FINANCEMENT NO 5754-RW 5754-RW SIGNED IN KIGALI, 5754-RW I RWANDA ON 31 DECEMBER 2015, RWANDA LE 31 DECEMBRE 2015, KIGALI MU RWANDA KU WA 31 BETWEEN THE REPUBLIC OF ENTRE **AND** YA RWANDA RWANDA INTERNATIONAL DEVELOPMENT INTERNATIONALE MPUZAMAHANGA ASSOCIATION (IDA), RELATING DEVELOPPEMENT (IDA), RELATIF GITSURA AMAJYAMBERE (IDA), TO THE CREDIT OF SIXTY SEVEN AU CREDIT DE SOIXANTE-SEPT **SEVEN** INGANA NA MILIYONI MIRONGO THOUSAND SPECIAL DRAWING DROITS DE TIRAGE SPECIAUX ZIRINDWI RIGHTS (SDR 67,700,000) FOR THE (67,700,000 DTS) POUR LE PROJET N'IBIHUMBI MAGANA ARINDWI RWANDA ELECTRICITY SECTOR DE RENFORCEMENT DU SECTEUR DTS) STRENGTHENING PROJECT

N°010/2016 DU 05/04/2016 SIGNE A KIGALI, AU LA REPUBLIQUE THE RWANDA  $\mathbf{ET}$ L'ASSOCIATION HUNDRED MILLIONS SEPT CENT MILLE DE L'ELECTRICITE AU RWANDA

#### **ISHAKIRO**

#### **TABLE OF CONTENTS**

#### TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Authorisation for ratification

Article premier: Autorisation de ratification

Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko

Article 2: Drafting, consideration and adoption of this Law

Article 2: Initiation, examen et adoption de la présente loi

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

**Article 3: Commencement** 

Article 3: Entrée en vigueur

ITEGEKO N°010/2016 RYO KU WA LAW N°010/2016 **BURUNDU Y'INGUZANYO**  $N_0$ **UMUKONO YASHYIRIWEHO** KIGALI MU RWANDA KU WA 31 BETWEEN THE REPUBLIC OF ENTRE UKUBOZA **2015.** HAGATI REPUBULIKA Y'U **N'IKIGEGA** N'INGUZANYO MILLION YEREKERANYE **ITANDATU** NA (67.700.000 Z'AMADETESI **AGENEWE UMUSHINGA** WO **GUTEZA IMBERE URWEGO RW'AMASHANYARAZI** MU **RWANDA** 

OF 05/04/2016 LOI 5754-RW 5754-RW SIGNED IN KIGALI, 5754-RW **AND** YA RWANDA RWANDA INTERNATIONAL DEVELOPMENT INTERNATIONALE **SEVEN** DTS) STRENGTHENING PROJECT

N°010/2016 DU 05/04/2016 RYEMERA KWEMEZA APPROVING RATIFICATION OF APPROUVANT RATIFICATION DE AMASEZERANO THE FINANCING AGREEMENT NO L'ACCORD DE FINANCEMENT NO SIGNE A KIGALI, AU I RWANDA ON 31 DECEMBER 2015, RWANDA LE 31 DECEMBRE 2015,  $\mathbf{L}\mathbf{A}$ REPUBLIQUE THE RWANDA  $\mathbf{ET}$ L'ASSOCIATION MPUZAMAHANGA ASSOCIATION (IDA), RELATING DEVELOPPEMENT (IDA), RELATIF GITSURA AMAJYAMBERE (IDA), TO THE CREDIT OF SIXTY SEVEN AU CREDIT DE SOIXANTE-SEPT HUNDRED MILLIONS SEPT CENT MILLE INGANA NA MILIYONI MIRONGO THOUSAND SPECIAL DRAWING DROITS DE TIRAGE SPECIAUX ZIRINDWI RIGHTS (SDR 67,700,000) FOR THE (67,700,000 DTS) POUR LE PROJET N'IBIHUMBI MAGANA ARINDWI RWANDA ELECTRICITY SECTOR DE RENFORCEMENT DU SECTEUR DE L'ELECTRICITE AU RWANDA

Twebwe, KAGAME Paul, Perezida wa Repubulika;

We, KAGAME Paul, President of the Republic; Nous, KAGAME Paul, Président de la République;

INTEKO ISHINGA AMATEGEKO THE PARLIAMENT HAS ADOPTED LE PARLEMENT A ADOPTE ET YEMEYE. NONE NATWE AND DUHAMIJE, DUTANGAJE ITEGEKO PROMULGATE THE FOLLOWING PROMULGUONS LA LOI DONT LA RITEYE RITYA KANDI DUTEGETSE LAW KO RYANDIKWA MU IGAZETI YA PUBLISHED IN THE OFFICIAL OU'ELLE LETA YA REPUBULIKA RWANDA.

WE SANCTION. NOUS AND ORDER  $\mathbf{IT}$ Y'U GAZETTE OF THE REPUBLIC OF JOURNAL **RWANDA** 

SANCTIONNONS. BE TENEUR SUIT ET ORDONNONS SOIT **PUBLIEE**  $\mathbf{AU}$ **OFFICIEL** DE LA REPUBLIQUE DU RWANDA

#### **INTEKO ISHINGA AMATEGEKO:**

#### THE PARLIAMENT:

#### LE PARLEMENT:

Umutwe w'Abadepite mu nama yawo yo The Chamber of Deputies, in its session of La Chambre des Députés, en sa séance du kuwa 23 Werurwe 2016:

23 March 2016:

23 mars 2016:

Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, 90, 91, 93, 106, 120, 167, 168 and 176; iya 90, iya 91, iya 93, iya 106, iya 120, iya167, iya 168 n'iya 176;

Ishingiye ku Itegeko Nshinga rya Pursuant to the Constitution of the Vu la Constitution de la République du Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88,

Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

**Imaze** gusuzuma y'Inguzanyo nº 5754-RW yashyiriweho umukono i Kigali mu Rwanda ku wa 31 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), verekeranye n'inguzanyo ingana na miliyoni mirongo itandatu na zirindwi n'ibihumbi magana arindwi z'Amadetesi (67.700.000 DTS) agenewe umushinga wo guteza imbere project; urwego rw'amashanyarazi mu Rwanda;

Agreement nº 5754-RW signed in Kigali, nº 5754-RW signé à Kigali, au Rwanda le Rwanda on 31 December 2015, between 31 décembre 2015, entre la République du the Republic of Rwanda and the Rwanda et l'Association Internationale de International Development Association Développement (IDA), relatif au crédit de (IDA), relating to the credit of sixty-seven soixante-sept millions sept cent mille million seven hundred thousand Special Droits de Tirage Spéciaux (67.700.000 Drawing Rights (SDR 67,700,000) for the DTS) pour le projet de renforcement du Rwanda electricity sector strengthening secteur de l'électricité au Rwanda;

Amasezerano After consideration of the Financing Après examen de l'Accord de Financement

#### **YEMEJE:**

#### **ADOPTS:**

#### **ADOPTE:**

#### Ingingo ya mbere: Kwemera kwemeza burundu

#### Article One: Approval for ratification

#### Article premier: Approbation de ratification

Amasezerano y'Inguzanyo nº 5754-RW The Financing Agreement nº 5754-RW L'Accord de Financement nº 5754-RW yashyiriweho umukono i Kigali mu signed in Kigali, Rwanda on 31 December signé à Kigali, au Rwanda le 31 décembre

and the International Development l'Association is approved for ratification.

2015, between the Republic of Rwanda 2015, entre la République du Rwanda et Internationale Association (IDA), relating to the credit of Développement (IDA), relatif au crédit de sixty seven million seven hundred soixante-sept millions sept cent mille thousand Special Drawing Rights (SDR Droits de Tirage Spéciaux (67.700.000 67,700,000) for the Rwanda electricity DTS) pour le projet de renforcement du sector strengthening project, in appendix, secteur de l'électricité au Rwanda, en annexe, est approuvé pour ratification.

#### Ingingo ya 2: Itegurwa, isuzumwa Article 2: Drafting, consideration and n'itorwa by'iri tegeko

#### rurimi This Law was drafted in English, tegeko ryateguwe mu rw'Icyongereza risuzumwa kandi ritorwa considered and adopted in Kinyarwanda. mu rurimi rw'Ikinyarwanda.

## **Article 3: Commencement**

adoption of this Law

Iri tegeko ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa 05/04/2016

Ingingo ya 3: Igihe iri tegeko ritangira

gukurikizwa

# Republic of Rwanda.

#### Kigali, on 05/04/2016

#### Article 2: Initiation, examen et adoption de la présente loi

La présente loi a été initiée en anglais, examinée et adoptée en kinyarwanda.

#### Article 3: Entrée en vigueur

This Law comes into force on the date of La présente loi entre en vigueur le jour de its publication in the Official Gazette of the sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 05/04/2016

(sé) KAGAME Paul Perezida wa Repubulika

(sé)
MUREKEZI Anastase
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)
BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)
KAGAME Paul
President of the Republic

(sé) MUREKEZI Anastase Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

KAGAME Paul

Président de la République

(sé) MUREKEZI Anastase Premier Ministre

Vu et scellé du Sceau de la République:

(sé)
BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

KUWA 04/05/2016 **BURUNDU** Y'INGUZANYO Nº 929 YASHYIRIWEHO KIGALI, RWANDA ON 09 DECEMBER KIGALI UMUKONO I KIGALI MU RWANDA KU 2015, BETWEEN THE REPUBLIC OF DECEMBRE **REPUBULIKA** RWANDA FOR Y'U N'IKIGEGA CYA KOWETI GITSURA DEVELOPMENT, RELATING TO THE DEVELOPPEMENT **BIHUGU** BY'ABARABU, HUNDRED **YEREKERANYE INGANA** NA MILIYONI **N'IBIHUMBI MAGANA** Z'AMADINARI YA KOWETI (4.500.000 **AGENEWE UMUSHINGA** K.D) **W'UMUHANDA NYAGATARE-RUKOMO** 

RYEMEZA 04/05/2016 RATIFYING THE LOAN PORTANT **ARAB ECONOMIC FONDS** THOUSAND KUWAITI OUATRE N'INGUZANYO DINARS (K.D 4,500,000) FOR THE MILLE ENYE NYAGATARE-RUKOMO ATANU PROJECT

ITEKA RYA PEREZIDA N°005/01 RYO PRESIDENTIAL ORDER N°005/01 OF ARRETE PRESIDENTIEL N°005/01 DU RATIFICATION DE AMASEZERANO AGREEMENT № 929 SIGNED IN L'ACCORD DE PRET № 929 SIGNE A  $\mathbf{AU}$ **RWANDA** 2015, **ENTRE** LA WA 09 UKUBOZA 2015, HAGATI YA RWANDA AND THE KUWAIT FUND REPUBLIQUE DU RWANDA ET LE **KOWEITIEN POUR ECONOMIQUE** AMAJYAMBERE Y'UBUKUNGU MU LOAN OF FOUR MILLION FIVE ARABE, RELATIF AU PRET DE MILLIONS CINO CENT **DINARS KOWEITIENS** ROAD (4.500.000 K.D) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO

#### **ISHAKIRO**

#### TABLE OF CONTENTS

#### TABLE DES MATIERES

Ingingo ya mbere: Kwemeza burundu

**Article One: Ratification** 

**Article premier: Ratification** 

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

implementation of this Order

Article 2: Authorities responsible for the Article 2: Autorités chargées de l'exécution du présent arrêté

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

**Article 3: Commencement** 

Article 3: Entrée en vigueur

KU WA 04/05/2016 RYEMEZA **BURUNDU** REPUBULIKA Y'U RWANDA FOR BIHUGU BY'ABARABU, HUNDRED **YEREKERANYE** NA MILIYONI **INGANA MAGANA N'IBIHUMBI** Z'AMADINARI YA KOWETI (4.500.000 **AGENEWE UMUSHINGA** K.D) **W'UMUHANDA NYAGATARE-RUKOMO** 

04/05/2016 RATIFYING THE LOAN AMASEZERANO AGREEMENT Nº 929 Y'INGUZANYO N° 929 YASHYIRIWEHO KIGALI, RWANDA ON 09 DECEMBER KIGALI UMUKONO I KIGALI MU RWANDA KU 2015, BETWEEN THE REPUBLIC OF WA 09 UKUBOZA 2015, HAGATI YA RWANDA AND THE KUWAIT FUND REPUBLIQUE DU RWANDA ET LE **ARAB** ECONOMIC FONDS N'IKIGEGA CYA KOWETI GITSURA DEVELOPMENT, RELATING TO THE DEVELOPPEMENT AMAJYAMBERE Y'UBUKUNGU MU LOAN OF FOUR MILLION FIVE ARABE. **THOUSAND KUWAITI OUATRE** N'INGUZANYO DINARS (K.D 4,500,000) FOR THE ENYE NYAGATARE-RUKOMO ATANU PROJECT

ITEKA RYA PEREZIDA N°005/01 RYO PRESIDENTIAL ORDER N°005/01 OF ARRETE PRESIDENTIEL N°005/01 DU **PORTANT** RATIFICATION DE SIGNED IN L'ACCORD DE PRET Nº 929 SIGNE A  $\mathbf{AU}$ RWANDA 2015, **DECEMBRE ENTRE** LA **KOWEITIEN POUR** LE **ECONOMIQUE** RELATIF AU PRET DE **MILLIONS** CINO CENT **MILLE DINARS KOWEITIENS** ROAD (4.500.000 K.D) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO

Twebwe, KAGAME Paul, Perezida wa Repubulika;

We, KAGAME Paul, President of the Republic; Nous, KAGAME Paul, Président de la République;

Dushingive Itegeko Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya, 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Nshinga rya Pursuant to the Constitution of the Republic of Vu la Constitution de la République du Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Rwanda du 2003, révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176:

Dushingiye ku Itegeko n°008/2016 ryo ku wa Pursuant to Law n°008/2016 of 05/04/2016 Vu la Loi n°008/2016 du 05/04/2016 05/04/2016 ryemera kwemeza burundu approving ratification of the Loan Agreement n° Amasezerano y'Inguzanyo 929 yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika Rwanda and the Kuwait Fund for Arab y'u Rwanda n'Ikigega cya Koweti Gitsura Economic Development, relating to the loan of Economique Arabe, relatif au prêt de quatre Amajyambere y'Ubukungu mu Bihugu four million five hundred thousand Kuwaiti millions cinq cent mille Dinars koweitiens

nº 929 signed in Kigali, Rwanda on 09 December 2015, between the Republic of

approuvant ratification de l'Accord de Prêt n° 929 signé à Kigali au Rwanda le 09 décembre 2015, entre la République du Rwanda et le Fonds Koweitien pour le Développement

by Abarabu, verekeranye n'inguzanyo ingana Dinars (K.D 4,500,000) for the Nyagatarena miliyoni enye n'ibihumbi magana atanu z'amadinari ya Koweti (4.500.000 K.D) agenewe umushinga w'umuhanda Nyagatare-Rukomo;

Rukomo road project;

(4.500.000 K.D) pour le projet de route Nyagatare-Rukomo;

Tumaze kubona Amasezerano y'Inguzanyo n° 929 yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, verekeranye n'inguzanyo ingana na miliyoni enye n'ibihumbi magana atanu z'amadinari va Koweti (4.500.000 K.D) agenewe umushinga w'umuhanda Nyagatare-Rukomo;

Considering the Loan Agreement n°929 signed Kuwait Fund for Arab Economic Koweitien Development, relating to the loan of four million five hundred thousand Kuwaiti Dinars (K.D 4,500,000) for the Nyagatare-Rukomo road project;

Considérant l'Accord de Prêt nº 929 signé à in Kigali, Rwanda on 09 December 2015, Kigali au Rwanda le 09 décembre 2015, entre between the Republic of Rwanda and the la République du Rwanda et le Fonds pour le Développement Economique Arabe, relatif au prêt de quatre millions cinq cent mille Dinars koweitiens (4.500.000 K.D) pour le projet de route Nyagatare-Rukomo;

Bisabwe Minisitiri n'Igenamigambi;

Economic Planning;

w'Imari On proposal by the Minister of Finance and Sur proposition du Ministre des Finances et de la Planification Economique;

Inama y'Abaminisitiri yateranye ku wa 19 After consideration and adoption by the Gashyantare 2016 imaze kubisuzuma no Cabinet, in its session 19 February 2016; kubyemeza;

Après examen et adoption par le Conseil des Ministres en sa séance du 19 février 2016;

#### TWATEGETSE KANDI DUTEGETSE:

#### HAVE **ORDERED** AND **ORDER:**

**Article One: Ratification** 

#### **HEREBY AVONS ARRETE ET ARRETONS:**

**Article premier: Ratification** 

#### Ingingo ya mbere: Kwemeza burundu

#### 929 Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cya Koweti Gitsura Amajyambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ingana Kuwaiti Dinars (K.D 4,500,000) for the

Loan Agreement nº 929 signed in Kigali, Rwanda on 09 December 2015, between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of four million five hundred thousand

L'Accord de Prêt n° 929 signé à Kigali au Rwanda le 09 décembre 2015, entre la République du Rwanda et le Fonds Koweitien pour le Développement Economique Arabe, relatif au prêt de quatre millions cinq cent mille Dinars koweitiens (4.500.000 K.D) pour le

z'amadinari ya Koweti (4.500.000 K.D) agenewe umushinga w'umuhanda Nyagatare-Rukomo ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

na miliyoni enye n'ibihumbi magana atanu Nyagatare-Rukomo road project annexed to this Order is hereby ratified and becomes fully effective.

projet de route Nyagatare-Rukomo annexé au présent arrêté est ratifié et sort son plein et entier effet.

#### Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe. Minisitiri w'Imari n'Igenamigambi. Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w' Ibikorwa Remezo n'Umunyamabanga wa Leta Ushinzwe Gutwara Abantu n'Ibintu bashinzwe gushyira mu bikorwa iri teka.

### Ingingo ya 3: Igihe iteka ritangira gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

#### Article 2: Authorities responsible for the Article 2: Autorités chargées de l'exécution implementation of this Order

and Economic Planning, the Minister of Foreign Affairs and Cooperation, the Minister of Infrastructure and the Minister of State in charge of Transport are entrusted with the implementation of this Order.

#### **Article 3: Commencement**

publication in the Official Gazette of the Republic of Rwanda.

# du présent arrêté

The Prime Minister, the Minister of Finance Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Infrastructures et le Secrétaire d'Etat chargé du Transport sont chargés de l'exécution du présent arrêté.

#### Article 3: Entrée en vigueur

This Order comes into force on the date of its Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 04/05/2016

Kigali, on 04/05/2016

Kigali, le 04/05/2016

(sé)

**KAGAME Paul** 

Perezida wa Repubulika

(sé)

**MUREKEZI** Anastase

Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

**BUSINGYE Johnston** 

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta (sé)

**KAGAME Paul** 

President of the Republic

(sé)

**MUREKEZI** Anastase

Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

**BUSINGYE Johnston** 

Minister of Justice/Attorney General

(sé)

**KAGAME Paul** 

Président de la République

(sé)

**MUREKEZI** Anastase

Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

**BUSINGYE Johnston** 

Ministre de la Justice/ Garde des Sceaux

UMUGEREKA **W'ITEKA** PEREZIDA N°005/01 RYO KU WA ORDER N°005/01 04/05/2016 RYEMEZA BURUNDU RATIFYING 929 YASHYIRIWEHO UMUKONO I KIGALI, Y'U REPUBULIKA **N'IKIGEGA** CYA **GITSURA Y'UBUKUNGU** MUBY'ABARABU, **N'INGUZANYO** INGANA **MILIYONI** ENYE MAGANA ATANU Z'AMADINARI KOWETI YA (4.500.000 K.D) **AGENEWE UMUSHINGA NYAGATARE-W'UMUHANDA RUKOMO** 

RYA ANNEX TO THE PRESIDENTIAL ANNEXE DE L'ARRETE ARRETE OF THE **RWANDA** ON RWANDA KUWAIT FUND **FOR KOWETI ECONOMIC BIHUGU MILLION FIVE** YEREKERANYE THOUSAND KUWAITI DINARS (K.D. MILLE N'IBIHUMBI RUKOMO ROAD PROJECT

04/05/2016 PRESIDENTIEL N°005/01 LOAN 04/05/2016 PORTANT RATIFICATION AMASEZERANO Y'INGUZANYO № AGREEMENT № 929 SIGNED IN DE L'ACCORD DE PRÊT № 929 09 SIGNE A KIGALI AU RWANDA LE 09 KIGALI MU RWANDA KU WA 09 DECEMBER 2015, BETWEEN THE DECEMBRE 2015, ENTRE LA UKUBOZA 2015, HAGATI YA REPUBLIC OF RWANDA AND THE REPUBLIQUE DU RWANDA ET LE ARAB FONDS KOWEITIEN POUR LE DEVELOPMENT, DEVELOPPEMENT ECONOMIQUE AMAJYAMBERE RELATING TO THE LOAN OF FOUR ARABE, RELATIF AU PRET DE HUNDRED OUATRE MILLIONS CINO CENT **DINARS** KOWEITIENS NA 4,500,000) FOR THE NYAGATARE- (4.500.000 K.D) POUR LE PROJET DE ROUTE NYAGATARE-RUKOMO

**ORIGINAL: ARABIC** 

LOAN NO.: 929

## LOAN AGREEMENT

#### THE NYAGATARE-RUKOMO ROAD PROJECT

#### BETWEEN

#### REPUBLIC OF RWANDA

AND

KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT

DATED : 9. 1/2/ 2015



#### LOAN AGREEMENT

Whereas, His Highness Sheikh Sabah Al Ahmad Al Sabah, the Amir of the State of Kuwait, announced at the 3<sup>rd</sup> Arab-African Summit held in Kuwait on November 19<sup>th</sup> – 20<sup>th</sup> 2013 an initiative directing the Fund to provide concessional loans in the aggregate amount equivalent to US. \$1.0 billion to assist in financing development projects in African countries during a period of 5 years;

Whereas, the Borrower has requested the Fund to assist in the financing of the Nyagatare-Rukomo Road Project, described in Schedule 2 to this Agreement (hereinafter referred to as the Project) by providing a loan (hereinafter referred to as the Loan);

Whereas, the Borrower has concluded or intends to conclude loans agreements under the term whereof each of with;

- (a) Saudi Fund will provide a loan in the amount of about \$15 million to assist in financing of the project, such loan (hereinafter referred to as the Saudi Loan);
- (b) The Arab Bank for Development in Africa will provide a loan in the amount of about \$15 million to assist in the financing of the project, (such loan hereinafter referred to as the BADEA Loan);
- (c) The OPEC Fund for International Development will provide a loan in the amount of about \$15 million to assist in the financing of the project (such loan hereinafter referred to as the OFID Loan);
- (d) The Abu Dhabi Fund for Development will provide a loan in the amount of about \$15 million to assist in the financing of the project (such loan hereinafter referred to as the ADFD Loan);

(The above mentioned loans hereinafter collectively referred to as the "other External Financing Agencies Loans")

Whereas, the Borrower has undertaken to provide all amounts, in addition to the loan and the amounts of the other External Financing Agencies loans, whether in foreign currencies or local currency, which are required for the execution of the Project, as well as any additional amounts whether in foreign



currencies or local currency, as a result of any increase in the Project cost estimates;

Whereas, the purpose of the Fund is to assist Arab and other developing countries in developing their economies and to provide them with loans required for the execution of their development projects and programmes; and

Whereas, the Fund is convinced of the importance and benefits of the Project in contributing to the development of the Borrower's economy; and

Whereas, the Fund has agreed, on the basis, *inter alia* of the foregoing, to provide the Loan to the Borrower on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

#### ARTICLE I

#### The Loan; Interest and Other Charges; Repayment; Place of Payment

**SECTION 1.01.** The Fund agrees to lend the Borrower, on the terms and conditions set forth in this Agreement or herein referred to, an amount equivalent to Four Million and Five Hundred Thousand Kuwaiti Dinars (K.D. 4,500,000/-).

**SECTION 1.02.** The Borrower shall pay interest at the rate of one percent (1%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time. Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

**SECTION 1.03.** An additional charge of one half of one percent (½ of 1%) per annum on the amounts withdrawn from the Loan and outstanding from time to time shall be paid to meet the administrative expenses and the expenses of implementing this Agreement.

**SECTION 1.04.** In the event that the Fund, pursuant to Section 3.02 of this Agreement, enters into a special irrevocable commitment at the request of the Borrower, a charge for such special commitment shall be paid by the Borrower at the rate of one half of one percent (½ of 1%) per annum on the principal amount of any such special commitment outstanding from time to time.

SECTION 1.05. Interest and other charges shall be computed on the basis of a 360-day year of twelve 30-day months for any period less than a full one half of a year.

**SECTION 1.06.** The Borrower shall repay the principal of the Loan in accordance with the provisions for amortization of the Loan set forth in Schedule 1 to this Agreement.

SECTION 1.07. Interest and other charges shall be payable semiannually on 1st May and 1st November in each year.

**SECTION 1.08.** The Borrower shall have the right, upon payment of all accrued interest and all other charges, and upon not less than 45 days notice to the Fund, to repay in advance of maturity: (a) all of the principal amount of the Loan at the time outstanding or (b) all of the principal amount of any one or more maturities, provided that after such prepayment there shall not be outstanding any portion of the Loan maturing after the portion to be prepaid.

SECTION 1.09. The principal of, and interest and other charges on, the Loan shall be paid at Kuwait or at such other places as the Fund shall reasonably request.

#### ARTICLE II

#### **Currency Provisions**

**SECTION 2.01.** All accounts of the financial transactions made pursuant to this Agreement shall be, and all sums falling due thereunder shall be payable, in Kuwaiti Dinars.

**SECTION 2.02.** The Fund will purchase, at the request of and acting as an agent for the Borrower, such currencies as may be required for payment of the cost of goods to be financed from the Loan under this Agreement, or for reimbursement of such cost in the currency in which it was actually incurred. The amount, which shall be deemed to have been withdrawn from the Loan in any such case, shall be equal to the amount of Kuwaiti Dinars, required for the purchase of the respective amount of foreign currency.

**SECTION 2.03.** When repayment of principal or payment of interest and other charges on the Loan is being made, the Fund may, at the request of and acting as an agent for the Borrower, purchase the amount of Kuwaiti Dinars required for such repayment or payment, as the case may be, against payment by the Borrower of the amount required for such purchase in currency or currencies, as may be acceptable from time to time to the Fund.

Any payment to the Fund required under this Agreement shall not be deemed to have been effected except from the time and to the extent that Kuwaiti Dinars have actually been received by the Fund.

**SECTION 2.04.** Whenever it shall be necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Fund.

#### ARTICLE III

#### Withdrawal and Use of Proceeds of the Loan

**SECTION 3.01.** The Borrower shall be entitled to withdraw from the Loan amounts expended or to be expended for the Project in accordance with the provisions of this Agreement.

Except as the Fund may otherwise agree, no amount shall be withdrawn from the Loan on account of expenses incurred prior to date of signature of this Agreement, or to finance local costs of goods produced in the territories of the Borrower.

**SECTION 3.02.** Upon the Borrower's request and upon such terms and conditions as shall be agreed upon between the Borrower and the Fund, the Fund may enter into special irrevocable commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods to be financed under this Agreement notwithstanding any subsequent cancellation of the Loan or suspension of the right of the Borrower to make withdrawals from the Loan.

SECTION 3.03. When the Borrower shall desire to withdraw any amount from the Loan or to request the Fund to enter into a special irrevocable commitment pursuant to Section 3.02, the Borrower shall deliver to the Fund a written application in such form, and containing such statements, agreements and other documents as the Fund shall reasonably request. Applications for withdrawal, with the necessary documentation as hereinafter in this Article provided, shall, except as the Borrower and the Fund shall otherwise agree, be made promptly in relation to expenditures for the Project.

**SECTION 3.04.** The Borrower shall furnish to the Fund such documents and other evidence in support of the application for withdrawal, as the Fund shall reasonably request, whether before or after the Fund shall have permitted any withdrawal requested in the application.

SECTION 3.05. Each application for withdrawal and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Fund that the Borrower is entitled to withdraw from the Loan the amount applied for and that the amount to be withdrawn from the Loan is to be used only for the purposes specified in this Agreement.

SECTION 3.06. The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of goods required to carry out the Project described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Fund, subject to modification by further agreement between them.

**SECTION 3.07.** The Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

**SECTION 3.08.** Payment by the Fund of amounts, which the Borrower is entitled to withdraw from the Loan, shall be made to or on the order of the Borrower.

**SECTION 3.09.** The right of the Borrower to make withdrawals from the Loan shall terminate on 30<sup>th</sup> June 2020 or such other date as may from time to time be agreed between the Borrower and the Fund.

#### ARTICLE IV

#### **Particular Covenants**

**SECTION 4.01.** The Borrower shall make arrangements satisfactory to the Fund for making the proceeds of the Loan available to the Ministry of Infrastructure (hereinafter referred to as the "Ministry") which shall be entrusted with carrying out the Project through Rwanda Transport Development Agency (hereinafter referred to as the "the Agency").

**SECTION 4.02.** The Borrower shall make or cause to be made available promptly as needed all other sums which shall be required, in addition to the Loan, and the other External Financing Agencies Loans, for the carrying out of the Project, all such sums to be made available on terms and conditions consistent with obligations of the Borrower under this Agreement.

**SECTION 4.03.** The Borrower shall cause the Agency to furnish to the Fund, promptly upon their preparation, the studies of, and the plans and specifications for, the Project, the schedules of its execution and any material modifications subsequently made therein, in such detail as the Fund may from time to time request.

SECTION 4.04. The Borrower shall cause the Agency to carry out the Project with due diligence and efficiency and in conformity with sound engineering, administrative and financial practices.



**SECTION 4.05.** In carrying out the Project, the Borrower shall cause the Agency to continue the employment of engineering consultants acceptable to, and upon terms and conditions satisfactory to the Fund.

**SECTION 4.06.** The awarding of the contracts for the execution of the Project, which are to be financed from the Loan, and any amendments thereto shall be subject to the Fund's approval.

SECTION 4.07. The Ministry shall cause the Agency to maintain adequate records to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof), and to reflect in accordance with consistently maintained sound accounting practices the operations and financial position of the Agency. The Ministry shall further afford all reasonable opportunity for accredited representatives of the Fund to make visits for purposes related to the Loan, and to inspect the Project, the goods and any relevant records and documents, and shall furnish the Fund all such information as the Fund shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods and the operations and financial position of the Agency in respect of the Project.

The Borrower shall cause the Agency to furnish the Fund monthly report, as of the date of commencement of execution of the Project, with reports on the progress of such execution.

SECTION 4.08. The Borrower shall cause the Agency to insure with responsible insurers all goods financed out of the proceeds of the Loan. Such insurance shall cover such marine, transit and other hazards incident to purchase and importation of the goods into the territories of the Borrower and delivery thereof to the site of the Project, and shall be for such amounts as shall be consistent with sound commercial practices. Such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable, or in freely convertible currency.

The Borrower shall cause the Agency to take out and maintain, with responsible insurers, insurance against risks related to the implementation of the Project in such amounts as shall be consistent with sound commercial practices.

SECTION 4.09 The Borrower shall take in a timely manner all action necessary for the acquisition of lands or of rights in land required for the implementation of the Project.

SECTION 4.10. The Borrower and the Fund shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, each party shall furnish to the other such information as it may reasonably requests concerning the general status of Loan.

The Borrower and the Fund shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Fund of any condition which interferes or threatens to interfere with the accomplishment of the purposes of the Loan (including substantial increase in the cost of the Project) or the maintenance of the service thereof.

Upon completion of the project the borrower shall cause the Agency, to furnish to the fund a Project Completion Report, not later than six months after the date on which the right of the Borrower to make withdrawals from the Loan terminates under Section 3.09 of this Agreement. Such report shall be in English and containing a comparison of the costs and duration of execution of the Project with the costs and duration originally estimated thereof. The Report shall explain the reasons for any substantial increase in the costs originally estimated for the Project or delay in its execution and indicate the problems and obstacles encountered and the measures taken to surmount them.

**SECTION 4.11.** The Borrower shall take or cause to be taken all action which shall be necessary on its part to execute the Project and shall not take, or permit to be taken, any action which would prevent or interfere with the execution or operation of the Project or the performance of any of the provisions of this Agreement.

SECTION 4.12. The Borrower shall prepare, and furnish to the Fund a programme for training of the Agency staff, so as to further develop their capabilities. Such programme shall be presented to the Fund for review and approval not later than 1st June 2016, or such other date as may be agreed with the Fund.

**SECTION 4.13.** The Borrower shall continue to adequately maintain and repair, or cause to be adequately maintained and repaired, its roads and bridges in accordance with appropriate engineering standards and with due regard to financial and economic requirements, and shall provide promptly as needed, the funds, facilities, services and other resources required for the purpose, including adequate budgetary allocations to the Road Maintenance Fund.

**SECTION 4.14.** The Borrower shall continue to ensure that the dimensions and axle loads of vehicles using its roads shall be consistent with the structural and geometric design standards of these roads. To that end the Borrower shall continue to maintain an effective axle load control system and enforce the prescribed axle load regulations.

SECTION 4.15. The Borrower shall take all necessary action for the protection of the environment and to ensure that the Project is carried out and

operated in accordance with ecological and environmental practices appropriate to its sites and conditions, take the necessary measures to mitigate any adverse effects the Project may have on the environment. To that end, the Borrower shall endeavour to replant an equivalent number of trees to these which shall be removed as result of construction works on the site of the Project.

**SECTION 4.16.** The Borrower shall cause the Agency to operate and maintain the Project, and operate and maintain structures and other works and facilities not included in the Project but necessary for the proper and efficient operation thereof, in accordance with sound engineering, financial and administrative practices.

SECTION 4.17. The Borrower shall ensure that the Agency, or any successor entity acceptable to the Fund, will continue to function at all times under rules and regulations and have such powers, management and administration as are necessary for the diligent and efficient carrying out and operation of the Project.

The Borrower shall in the spirit of good cooperation prevailing between the two parties inform the Fund of any proposed action which would affect the nature or constitution of the Agency, or any successor entity acceptable to the Fund, and shall afford the Fund all reasonable opportunity, in advance of the taking of such action, to exchange views with the Borrower with respect thereto.

SECTION 4.18. It is the mutual intention of the Borrower and the Fund that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on governmental assets. To that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for an external debt, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to:

- any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property;
- (ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or
- (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.



The term 'assets of the Borrower' as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any entity owned or controlled by the Borrower or by any such political subdivisions, including the Central Bank of the Borrower or any other institution performing the functions of a Central Bank and the term lien includes mortgages, pledges, charges, privileges and priorities of any kind.

SECTION 4.19. The Borrower shall take, or cause to be taken, all necessary measures to ensure that the Agency continues to be in charge of the execution, management and maintenance of the Project, and shall be adequately staffed by competent personnel, including senior management staff, engineers and other technical personnel as well as staff specialized in finance and accounting. To that effect, the Borrower shall further ensure that the Agency concludes the recruitment of the necessary staff by not later than 1st December 2015, or such other date as may be agreed between the Borrower and the Fund.

**SECTION 4.20.** The principal of, and interest on the Loan and all other charges shall be paid without deduction for, and free from any tax in force or charges under the laws of the Borrower or laws in effect in its territories whether at present or in the future.

**SECTION 4.21.** This Agreement shall be free from any taxes, imposts, levies, fees and dues of any nature imposed under the laws of the Borrower or laws in effect in its territories, whether at present or in the future, on or in connection with the execution, issue, delivery or registration thereof and the Borrower shall pay or cause to be paid all such taxes, imposts, levies and dues, if any, imposed under the laws of the country or countries in whose currency the Loan may be repaid.

**SECTION 4.22.** The principal of, and interest and other charges on, the Loan shall be paid free from all restrictions including exchange restrictions imposed under the laws of the Borrower or laws in effect in its territories.

**SECTION 4.23.** All Fund documents, records, correspondence and similar material shall be considered by the Borrower as confidential matters and the Borrower shall accord the Fund in respect thereof full immunity from censorship and inspection.

**SECTION 4.24.** All Fund assets and income shall be exonerated from nationalization, confiscation and seizure.



#### ARTICLE V

#### Cancellation and Suspension

**SECTION 5.01**. The Borrower may by notice to the Fund cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Fund shall have entered into a special commitment pursuant to Section 3.02 of this Agreement.

**SECTION 5.02.** If any of the following events shall have happened and be continuing, the Fund may by notice to the Borrower suspend in whole or in part the right of the Borrower to make withdrawals from the Loan:

- (a) A default shall have occurred in the payment of principal or interest or any other payment required under this Agreement or any other loan agreement between the Borrower and the Fund;
- (b) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower under this Agreement;
- (c) The Fund shall have suspended in whole or in part the right of the Borrower to make withdrawals under any other loan agreement between the Borrower and the Fund because of a default on the part of the Borrower:
- (d) Unless the Fund otherwise agree, the right of the Borrower to withdraw the proceeds of any loan made to the Borrower for the financing of the Project shall have been suspended, cancelled or terminated in whole or in part pursuant to the terms of the agreement providing thereof, or any such loan shall have become due and payable prior to the agreed maturity thereof and the Borrower shall have failed to secure adequate funds for the Project from other source on terms and conditions consistent with obligations of the Borrower under this Agreement;
- (e) An extraordinary situation shall have arisen which shall make it improbable that the Borrower will be able to perform its obligations under this Agreement.

Any event occurring after the date of this Agreement and prior to the effective date which would have entitled the Fund to suspend the Borrower's right to make withdrawals if this Agreement had been effective on the

date such event occurred, will entitle the Fund to suspend withdrawals under the Loan exactly as if it had occurred after the effective date.

The right of the Borrower to make withdrawals under the Loan shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Fund shall have notified the Borrower that the right to make withdrawals has been restored; provided, however, that in the case of any such notice of restoration the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Fund in respect of any other subsequent event described in this Section.

SECTION 5.03. If any event specified in paragraph (a) of Section 5.02 shall occur and shall continue for a period of thirty days after notice thereof shall have been given by the Fund to the Borrower, or if any event specified in paragraphs (b), (c), (d) and (e) of Section 5.02 shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower, then at any subsequent time during the continuance thereof, the Fund at its option, may declare the principal of the Loan to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

**SECTION 5.04.** If (a) the right of the Borrower to make withdrawals from the Loan shall have been suspended with respect to any amount of the Loan for a continuous period of thirty days, or (b) the date specified in Section 3.09 as the Closing Date an amount of the Loan shall remain unwithdrawn, the Fund may by notice to the Borrower terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.

SECTION 5.05. No cancellation or suspension by the Fund shall apply to amounts subject to any special irrevocable commitment entered into by the Fund pursuant to Section 3.02 except as expressly provided in such commitment.

**SECTION 5.06.** Except as the Fund may otherwise agree any cancellation shall be applied *pro rata* to the several installments of the principal amount of the Loan maturing after the date of such cancellation.

SECTION 5.07. Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall be continued in full force and effect except as in this Article specifically provided.



#### ARTICLE VI

#### Enforceability of this Agreement; Failure to Exercise Rights; Arbitration

**SECTION 6.01.** The rights and obligations of the Fund and the Borrower under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. Neither the Borrower nor the Fund shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

**SECTION 6.02.** No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Agreement upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default, nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

SECTION 6.03. Any controversy between the parties to this Agreement and any claim by either party against the other arising out of this Agreement shall be determined by agreement of the parties, and failing such agreement the controversy or claim shall be submitted to arbitration by an Arbitral Tribunal as provided in the following Section.

**SECTION 6.04.** The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Borrower; the second arbitrator shall be appointed by the Fund; and the third arbitrator (hereinafter sometime called the Umpire) shall be appointed by agreement of the parties. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as hereinbefore prescribed for the appointment of the original arbitrator, and such successor, shall have all the powers and duties of such original arbitrator.

Arbitration proceedings may be instituted under this Section upon notice by either party to the other. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature and extent of the relief sought, and the name of the arbitrator appointed by the party instituting such proceedings.

Within thirty days after the giving of such notice, the other party shall notify the party instituting the proceedings of the name of the arbitrator appointed by such other party and failing this, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings.

If within sixty days after the giving of the notice instituting the arbitration proceedings the parties shall not have agreed upon the Umpire, either party may request the President of the International Court of Justice to appoint the Umpire.

The Arbitral Tribunal shall convene for the first time at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

Subject to the provision of this Section and except as the parties shall otherwise agree, the Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure so as to afford a fair hearing to each party and shall determine the matters submitted to it whether both parties appear before it or in default of appearance of either of them. Decisions of the Arbitral Tribunal shall be by majority vote and it shall render its award in writing. Such award shall be signed, at least, by a majority of the members of the Arbitral Tribunal and a signed counterpart thereof shall be transmitted to each party. The award of the Arbitral Tribunal rendered in accordance with the provisions of this Section shall be final and binding upon the parties who shall abide by, and comply with such award.

The parties shall fix the amount of remuneration or fees of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

The Arbitral Tribunal shall apply the principles common under the current laws of the Borrower and the State of Kuwait, as well as the principles of justice.

**SECTION 6.05.** The provisions for arbitration set forth in the previous Section shall be in lieu of any other procedure for the determination of controversies between the parties to this Agreement and any claim by either party against the other party arising thereunder.

**SECTION 6.06.** Service of any notice or process in connection with any proceedings under this Article may be made in the manner provided in Section 7.01. The parties to this Agreement may waive any and all other requirements for the service of any such notice or process.

#### **ARTICLE VII**

#### Miscellaneous Provisions

SECTION 7.01. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Except as otherwise provided in Section 8.03, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail or facsimile to the party to which it is required or permitted to be given or made at such party's address specified in this Agreement, or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

**SECTION 7.02.** The Borrower shall furnish to the Fund sufficient evidence of the authority of the person or persons who will sign the applications provided for in Article III or who will, on behalf of the Borrower, take any other action or execute any other documents required or permitted to be taken or executed by the Borrower under this Agreement, and the authenticated specimen signature of each such person.

SECTION 7.03. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of the Borrower may be taken or executed by the Minister of Finance and Economic Planning of the Borrower or any person thereunto authorized in writing by him. Any modification or amplification of the provisions of this Agreement may be agreed to on behalf of the Borrower by written instrument executed on behalf of the Borrower by his aforementioned representative or any person thereunto authorized in writing by him; provided that, in the opinion of such representative, such modification or amplification is reasonable in the circumstances and will not substantially increase the obligations of the Borrower under this Agreement. The Fund may accept the execution by such representative or other person of any such instrument as conclusive evidence that in the opinion of such representative any modification or amplification of the provisions of this Agreement effected by such instrument is reasonable in the circumstances and will not substantially increase the obligations of the Borrower thereunder.

#### ARTICLE VIII

**Effective Date: Termination** 

SECTION 8.01. This Agreement shall not become effective until evidence satisfactory to the Fund shall have been furnished to the Fund that:

 the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action; and

(b) Unless the Fund may otherwise agree, the agreements in respect of the other External Financing Agencies loans have been concluded, or shall be declared effective simultaneously with this Agreement, or an alternative financing acceptable to the Fund has been secured in respect of such Loan.

SECTION 8.02. As part of the evidence to be furnished pursuant to Section 8.01, the Borrower shall furnish to the Fund an opinion or opinions of competent authority showing that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation upon the Borrower in accordance with its terms.

**SECTION 8.03.** Except as shall be otherwise agreed by the Fund and the Borrower, this Agreement shall come into force and effect on the date upon which the Fund dispatches by facsimile to the Borrower notice of its acceptance of the evidence required by Section 8.01.

SECTION 8.04. If all acts required to be performed pursuant to Section 8.01 shall not have been performed before ninety days after the signature of this Agreement or such other date as shall be agreed upon by the Fund and the Borrower, the Fund may at any time thereafter at its option terminate this Agreement by notice to the Borrower. Upon the giving of such notice this Agreement and all obligations of the parties thereunder shall forthwith terminate.

SECTION 8.05. If and when the entire principal amount of the Loan and all interest and other charges, which shall have accrued, on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall forthwith terminate.

#### ARTICLE IX

#### **Definitions**

**SECTION 9.01.** Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement or any schedule hereto:

(1) The term 'Project' means the project for which the Loan is provided, as described in Schedule 2 to this Agreement and as the description thereof shall be amended from time to time by agreement between the Fund and the Borrower.

(2) The term 'goods' means equipment, supplies and services which are required for the Project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrower.

(3) The term 'Agency' means Rwanda Transport Development Agency, which has been established by Law No. 2/2010 of 20/01/2010.

The following addresses are specified for the purposes of Section 7.01:

#### For the Borrower:

Ministry of Finance and Economic Planning

P.O. Box 158

Kigali, Rwanda

Alternative address for facsimiles and E-Mail:

#### **FACSIMILES**

E-MAIL

+ (250) 252 57 - 7581

+(250) 252 57 - 0965

mfin@rwanda1.com

#### For the Fund:

Kuwait Fund for Arab Economic Development P.O. Box 2921, Safat Kuwait. - 13030

Alternative address for facsimiles and E-Mail:

#### **FACSIMILES**

E-MAIL

+(965) 22999190

+(965) 22999091

operations@kuwait-fund.org

IN WITNESSETH WHEREOF the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in Kigali, in two copies, each considered an original and both to the same and one effect, as of the day and year first above written.

Republic of Rwanda

Kuwait Fund for Arab Economic Development

By:

(Authorized Representative)

Ву:

(Authorized Representative)

#### SCHEDULE 1

#### Repayment Provisions

The amount of principal withdrawn from the Loan shall be repaid in forty (40) semi annual installments, the amount and order of sequence of each being as set forth in the attached schedule. The first of these installments shall be due on the first date on which any interest or other charges on the loan shall fall due, in accordance with the provisions of the Loan Agreement, after the elapse of a grace period of five (5) years, commencing from the date on which the Fund pays, any amount from the loan pursuant to the first withdrawal application made by the Borrower or the date on which the Fund issues an undertaking pursuant to Section 3.02 of the Loan Agreement, in case the first withdrawal application requests the issue of such undertaking, whichever is earlier of the two dates. The remaining installments for the repayment of the principal shall be due consecutively, every six-month, after the date on which the first installment falls due.

## **ANNEX TO SCHEDULE 1**

#### AMORTIZATION SCHEDULE

3	No.	Date Payment Due	Payment of Principal (Expressed in Kuwaiti Dinars)	
+	- 1	Due	112,000	
	2		112,000	
5	3		112,000	
	4		112,000	
	5		112,000	
	5 6		112,000	
	7		112,000	
	8		112,000	
	9		112,000	
	10		112,000	
	11		112,000	
	12		112,000	
	13		112,000	
	14		112,000	
	15		112,000	
	16		112,000	
	17		112,000	
	18		112,000	
	19		112,000	
	20		112,000	
	21		112,000	
	22		112,000	
	23		112,000	
	24		112,000	
	25		112,000	
	26		112,000	
	27		112,000	
	28		112,000	
	29		112,000	
	30		112,000	
	31		112,000	
	32		112,000	
	33		112,000	
	34		112,000	
-2	35		112,000	
a	36		112,000	
2	37		117,000	
	38		117,000	
	39		117,000	
	40		117,000	
		Total Control of the	4 500 000	

Total 4,500,000 (Four Million and Five Hundred Thousand Kuwaiti Dinars)

#### SCHEDULE 2

#### DESCRIPTION OF THE PROJECT

The aim of the Project is to enhance the economic and social development of the Northern and Eastern Provinces of Rwanda, and at the same time to participate in linking Rwanda with the Republic of Uganda and the Democratic Republic of the Congo.

The Project consists of construction works to attain an asphalted road between Nyagatare and Rukomo with an approximate length of 73 kilometers, and a width of 7 meters (in addition to a range of 1.5 - 2 meters for shoulders on each side), and consisting of two lanes (one lane for each direction).

The Project shall include the following components:

- Earthworks, paving layers, bridge works, drainage facilities, safety measures, and environmental protection works.
- Consultancy services for the review of the detailed engineering design and supervision of construction.
- Institutional support consisting of providing two 4x4 vehicles, two office computers, two printers, site office furniture, and the in-land training of 15 personnel from the Agency.
- 4. Land acquisitions.

The Project is expected to be completed by mid 2019.

Side Letter No. 1

## REPUBLIC OF RWANDA

Date:
-------

Kuwait Fund for Arab Economic Development P.O. Box 2921, Safat Kuwait, 13030

Dear Sirs:

## Subject: List of Goods to be financed from the Loan - Methods and Procedure for Procurement.

- With reference to Section 3.06 and 4.06 of the Loan Agreement signed today between us for the financing of The Nyagatare-Rukomo road project, we attached herewith a List of Goods showing the items to be financed by the Loan and the allocation for each item and percentage of expenditure thereon to be so financed. We agree that if the Kuwait Fund for Arab Economic Development (the Fund) finds that the allocation for any item is insufficient to finance the percentage specified in the said List of Goods out of the expected cost of such item, it may take any of the following measures to:
- allocate for that item, within the limit of the amount necessary to cover the shortfall in financing on the bases of the specified percentage, an additional amount against the allocation for contingency in the List of Goods or against the allocation for any other item if the Fund considers that there is a surplus in that allocation.
- 2. reduce the percentage to be financed from the Loan out of the total cost of the particular item, if the additional allocation for that item, in accordance with the foregoing, is insufficient to cover the shortfall referred to above, or if the Fund is of the opinion that it is not possible to allocate any additional amount from the Loan for that item, so that as a consequence of such reduction withdrawals from the Loan will continue for financing the cost of the goods, works or services included in that item until the total cost thereof is covered in full.
- We confirm that the proceeds of the Loan shall not be used for the payment of any taxes or duties imposed under the laws in force in the Republic of Rwanda.
- We also confirm that all items to be financed from the Loan will be grouped in appropriate packages from the point of view of type and size in order to facilitate, to the extent possible, obtaining of bids on international

competitive(ICB). Unless herein or otherwise agreed with the Fund, the procedure of international competitive bidding will be used for procurement of all such items.

- 4. The consulting services required for supervision of the Project will be procured on the basis of invitation of proposals from a short list of Arab, or African or any joint ventures between them. Notice of the invitation to interested consultants to apply for pre-qualification will be published in at least one International periodical newspaper, and two Kuwaiti daily newspapers.
- 5. Tenderers for the construction of the Project will be post-qualified on the basis of international competitive bidding (ICB). Notice of the invitation to interested contractors to apply for post-qualification will be published in at least one international periodical and in two Kuwaiti daily newspapers. Upon receipt of bids, a report on the evaluation thereof will be prepared and submitted to the Fund, together with the recommendation for award, for review and approval by the Fund. A margin of preference of 7.5% of the lowest technically accepted bid will be allowed for Arab or African or OPEC Member Countries contractors or any joint ventures between such contractors. For the purpose of this provision a contractor will be considered as Arab, or African or OPEC Member Countries nationals if it is beneficially owned to the extent of at least 50% by Arab or African or OPEC Member Countries nationals respectively.
- 6. The vehicles, computers, printers, and furniture will be procured after soliciting and evaluating offers from at least 3 local and/or foreign suppliers, including local agents of foreign suppliers. Notice of the invitation to interested suppliers will be published in at least one Rwanda local newspaper. Upon receipt of bids a report on the evaluation thereof will be prepared and submitted to the Fund, together will the recommendation for award, for review and approval by the Fund.
- 7. As for the training of Agency staff, a detailed programme for the required training will be prepared by the Agency and submitted to the Fund for review and approval not later than 1st June 2016, or such other date as may be agreed upon with the Fund. Such Programme shall indicate the type of training required, proposed venue, institute, duration and cost. For disbursement purposes, the withdrawal application in respect of each item thereof shall be substantiated by a certificate from the training institute, which shall specify the names of trainees, training undertaken, the letter or agreement made with such institute and fees charged, all duly certified by said institute.
- 8. As regards the application of Section 4.06 referred to above and the procurement of all items to be financed from the Loan, we shall furnish to you the procedure for inviting bids as well as the draft tender documents for the procurement of such goods and works for review and approval and shall make such reasonable alterations as may be requested by you in such documents or



in the bidding procedures. We shall furnish, or cause to be furnished, to you a detailed report on the evaluation of bids in each case, together with the recommendation for award, for review and approval. In the event it is necessary to conduct negotiations with the selected bidder, we shall furnish, or cause to be furnished, to you the final draft contract emerging from such negotiations for approval by you

- 9. Following signature of any contract to be financed from the Loan, we shall furnish, or cause to be furnished, to you an original or conformed and certified copy of such contract for your records and for the purpose of disbursements from the Loan. Any material amendment proposed to be made in any contract, which has been approved by you, will be presented to you for approval.
- 10. We understand that if we exercise, in accordance with Section 3.02 of the Loan Agreement, the option of requesting the Fund to issue any special commitment in connection with the confirmation of any documentary letter of credit for meeting expenditures on the Project, such request will be made on the basis that the special commitment of the Fund is to be made to a Kuwaiti Bank operating in Kuwait or overseas.

Please indicate your agreement to the foregoing and to the attached "List of Goods" by signing the form of confirmation on the enclosed copy with this letter and returning it to us.

	Republic of Rwanda
Confirmed:	By:(Authorized Representative)
Kuwait Fund for Arab Economic Development	
By: (Authorized Representative)	

## LIST OF GOODS

SI. No.	Item	Allocation of Proceeds (Kuwait Dinars)	Percentage of the Total Cost of the Item
1	Construction-Works	3,960,000	18%
2	Institutional Support	40,000	100%
3	Unallocated Contingencies	500,000	
a conse	Total (Four Million and Five Hun	4,500,000	iti Dinars)



	Side Letter No. 2
io.	REPUBLIC OF RWANDA  Date:
}	Kuwait Fund for Arab Economic Development P.O. Box 2921, Safat Kuwait, 13030
	Dear Sirs:
	Reference is made to the Loan Agreement of even date herewith signed between us for the financing of the Nyagatare-Rukomo Road Project. We confirm that we have been duly informed that in accordance with the regulations in force in the State of Kuwait, the use of public funds in connection with transactions involving any firm or entity subject to boycott under these regulations is prohibited.
	We therefore undertake that the proceeds of the above-mentioned Loan will not be used in any manner to finance directly or indirectly any goods or services produced or supplied by any country, firm or entity subject to boycott under the regulations in force in the State of Kuwait.
	Please confirm your acceptance of the assurance given above by signing the attached copy of this letter and returning it to us.
	Republic of Rwanda
	By:(Authorized Representative)
	Confirmed:
	Kuwait Fund for Arab Economic Development
	By:(Authorized Representative)

mugereka w'Iteka rya Perezida n° 07/01 Amasezerano y'Inguzanyo nº 929 vashviriweho umukono i Kigali mu Rwanda ku wa 09 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega cva Koweti Gitsura Amajvambere y'Ubukungu mu Bihugu by'Abarabu, yerekeranye n'inguzanyo ingana na miliyoni enye n'ibihumbi magana atanu z'amadinari ya koweti (4.500.000 K.D) umushinga agenewe w'umuhanda **Nyagatare-Rukomo** 

Order  $n^{\circ}$  07/01 of 04/05/2016 ratifying ryo ku wa 04/05/2016 ryemeza burundu the Loan Agreement nº 929 signed in portant ratification de l'Accord de Prêt Kigali, Rwanda on 09 December 2015, between the Republic of Rwanda and the Kuwait Fund for Arab Economic Development, relating to the loan of four million five hundred thousand Kuwaiti Dinars (K.D 4.500,000) for Nyagatare-Rukomo road project

Bibonywe kugira ngo bishyirwe ku Seen to be annexed to the Presidential Vu pour être annexé à l'Arrêté Présidentiel n° 07/01 du 04/05/2016 nº 929 signe à Kigali au Rwanda le 09 décembre 2015, entre la République du Rwanda et le Fonds Koweitien pour le développement économique Arabe, relatif au prêt de quatre millions cinq cent mille Dinars Koweitiens (4.500.000 K.D) pour le projet de route Nyagatare-Rukomo

Kigali, ku wa 04/05/2016

(sé)

**KAGAME Paul** 

Perezida wa Repubulika

(sé)

**MUREKEZI** Anastase

Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

**BUSINGYE Johnston** 

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 04/05/2016

(sé)

**KAGAME Paul** 

President of the Republic

(sé)

**MUREKEZI** Anastase

Prime Minister

Seen and sealed with the Seal of the **Republic:** 

(sé)

**BUSINGYE Johnston** 

Minister of Justice/Attorney General:

Kigali, le 04/05/2016

(sé)

**KAGAME Paul** 

Président de la République

(sé)

**MUREKEZI** Anastase

Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

**BUSINGYE Johnston** 

Ministre de la Justice/ Garde des Sceaux

04/05/2016 RYEMEZA 04/05/2016 KU WA **BURUNDU Y'INGUZANYO** No **UMUKONO YASHYIRIWEHO** UKUBOZA **2015.** HAGATI REPUBULIKA Y'U **N'IKIGEGA** YEREKERANYE MAGANA ARINDWI Z'AMADETESI SECTOR AGENEWE PROJECT (67.700.000 DTS) UMUSHINGA WO GUTEZA IMBERE URWEGO RW'AMASHANYARAZI **MU RWANDA** 

RATIFYING AMASEZERANO FINANCING AGREEMENT N° 5754- RATIFICATION DE L'ACCORD DE 5754-RW RW SIGNED IN KIGALI, RWANDA FINANCEMENT N° 5754-RW SIGNE I ON 31 DECEMBER 2015, BETWEEN A KIGALI, AU RWANDA LE 31 KIGALI MU RWANDA KU WA 31 THE REPUBLIC OF RWANDA AND DECEMBRE YA THE RWANDA DEVELOPMENT MPUZAMAHANGA (IDA), RELATING TO THE CREDIT INTERNATIONALE GITSURA AMAJYAMBERE (IDA), OF SIXTY SEVEN MILLION SEVEN DEVELOPPEMENT (IDA), RELATIF N'INGUZANYO HUNDRED THOUSAND SPECIAL AU CREDIT DE SOIXANTE-SEPT INGANA NA MILIYONI MIRONGO DRAWING RIGHTS (SDR 67,700,000) MILLIONS SEPT CENT MILLE ITANDATU N'INDWI N'IBIHUMBI FOR THE RWANDA ELECTRICITY DROITS DE TIRAGE SPECIAUX

ITEKA RYA PEREZIDA N°07/01 RYO PRESIDENTIAL ORDER N°07/01 OF ARRETE PRESIDENTIEL N°07/01 DU THE 04/05/2016 **PORTANT 2015, ENTRE** INTERNATIONAL REPUBLIQUE DU RWANDA ET ASSOCIATION L'ASSOCIATION DE STRENGTHENING (67.700.000 DTS) POUR LE PROJET DE RENFORCEMENT DU SECTEUR DE L'ELECTRICITE AU RWANDA

## **ISHAKIRO**

## **TABLE OF CONTENTS**

## **TABLE DES MATIERES**

**Article One: Ratification** Ingingo ya mbere: Kwemeza burundu **Article premier: Ratification** Ingingo ya 2: Abashinzwe gushyira mu Article 2: Authorities responsible for the Article 2: Autorités chargées de bikorwa iri teka implementation of this Order L'exécution du présent arrêté **Article 3: Commencement** Article 3: Entrée en vigueur Ingingo ya 3: Igihe iteka ritangira gukurikizwa

WA 04/05/2016 RYEMEZA BURUNDU **RWANDA MPUZAMAHANGA AMAJYAMBERE** N'INGUZANYO MILLION YEREKERANYE INGANA NA MILIYONI MIRONGO THOUSAND **N'INDWI** ITANDATU MAGANA ARINDWI Z'AMADETESI RWANDA (67.700.000 DTS) UMUSHINGA WO GUTEZA IMBERE URWEGO RW'AMASHANYARAZI MU **RWANDA** 

THE 04/05/2016 **RATIFYING** N'IKIGEGA INTERNATIONAL DEVELOPMENT GITSURA ASSOCIATION (IDA), RELATING TO INTERNATIONALE (IDA), THE CREDIT OF SIXTY SEVEN **SEVEN HUNDRED CREDIT SPECIAL ELECTRICITY SECTOR POUR** AGENEWE STRENGTHENING PROJECT

ITEKA RYA PEREZIDA N°07/01 RYO KU PRESIDENTIAL ORDER N°07/01 OF ARRETE PRESIDENTIEL N°07/01 DU 04/05/2016 PORTANT RATIFICATION AMASEZERANO Y'INGUZANYO N° 5754RW FINANCING AGREEMENT N° 5754-RW DE L'ACCORD DE FINANCEMENT N° YASHYIRIWEHO UMUKONO I KIGALI SIGNED IN KIGALI, RWANDA ON 31 5754-RW SIGNE A KIGALI, AU MU RWANDA KU WA 31 UKUBOZA DECEMBER 2015, BETWEEN THE RWANDA LE 31 DECEMBRE 2015, 2015, HAGATI YA REPUBULIKA Y'U REPUBLIC OF RWANDA AND THE ENTRE LA REPUBLIQUE DU RWANDA  $\mathbf{ET}$ L'ASSOCIATION DE **DEVELOPPEMENT (IDA), RELATIF AU** DE **SOIXANTE-SEPT** DRAWING MILLIONS SEPT CENT MILLE DROITS N'IBIHUMBI RIGHTS (SDR 67,700,000) FOR THE DE TIRAGE SPECIAUX (67.700.000 DTS) LE **PROJET** DE RENFORCEMENT DU SECTEUR DE L'ELECTRICITE AU RWANDA

Twebwe, KAGAME Paul, Perezida wa Repubulika;

We, KAGAME Paul, President of the Republic; Nous, KAGAME Paul, Président de la République;

Dushingive Repubulika y'u Rwanda ryo mu 2003, ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;

Itegeko Nshinga rya Pursuant to the Constitution of the Republic of Rwanda of 2003 as revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;

Vu la Constitution de la République du Rwanda du 2003 révisée en 2015. spécialement en ses articles, 112, 120, 122, 167, 168 et 176;

05/04/2016 ryemera kwemeza burundu Amasezerano y'Inguzanyo nº 5754-RW yashyiriweho umukono i Kigali mu Rwanda ku wa 31 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Association (IDA), relating to the credit of Développement (IDA), relatif au crédit de

Dushingiye ku Itegeko n°010/01 ryo ku wa Pursuant to Law n°010/01 of 05/04/2016 nº 5754-RW signed in Kigali, Rwanda on 31 December 2015, between the Republic of

Vu la Loi n°010/01 du 05/04/2016 approuvant approving ratification of Financing Agreement ratification de l'Accord de Financement no 5754-RW signé à Kigali, au Rwanda le 31 décembre 2015, entre la République du Rwanda and the International Development Rwanda et l'Association Internationale de

Amajyambere (IDA), n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihumbi magana arindwi z'Amadetesi (67.700.000 DTS) agenewe umushinga wo guteza imbere urwego rw'amashanyarazi mu Rwanda;

verekeranye sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the Rwanda electricity sector strengthening project;

soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le projet de renforcement du secteur de l'électricité au Rwanda:

Tumaze kubona Amasezerano y'Inguzanyo no 5754-RW yashyiriweho umukono i Kigali mu Repubulika v'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amaiyambere (IDA). verekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'indwi n'ibihumbi magana arindwi z'Amadetesi (67.700.000 DTS) agenewe umushinga wo guteza imbere urwego rw'amashanyarazi mu Rwanda;

Considering the Financing Agreement no 5754-RW signed in Kigali, Rwanda on 31 Rwanda ku wa 31 Ukuboza 2015, hagati ya December 2015, between the Republic of 2015, entre la République du Rwanda et Rwanda and the International Development l'Association Association (IDA), relating to the credit of sixty seven million seven hundred thousand Special Drawing Rights (SDR 67,700,000) for the Rwanda electricity sector strengthening project;

Considérant l'Accord de Financement nº 5754-RW signé à Kigali, au Rwanda le 31 décembre Internationale Développement (IDA), relatif au crédit de soixante-sept millions sept cent mille Droits de Tirage Spéciaux (67.700.000 DTS) pour le projet de renforcement du secteur de l'électricité au Rwanda;

Bisabwe Minisitiri n'Igenamigambi;

w'Imari On proposal by the Minister of Finance and Economic Planning;

Sur proposition du Ministre des Finances et de la Planification Economique;

Inama y'Abaminisitiri yateranye ku wa 19 After consideration and adoption by the Gashyantare 2016 imaze kubisuzuma no Cabinet, in its session of 19 February 2016; kubyemeza;

Après examen et adoption par le Conseil des Ministres en sa séance du 19 février 2016;

## TWATEGETSE KANDI DUTEGETSE:

#### HAVE **ORDERED** AND **ORDER:**

**Article One: Ratification** 

## **HEREBY AVONS ARRETE ET ARRETONS:**

**Article premier: Ratification** 

## Ingingo ya mbere: Kwemeza burundu

#### Amasezerano v'Inguzanyo nº 5754-RW yashyiriweho umukono i Kigali mu Rwanda ku wa 31 Ukuboza 2015, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo

in Kigali, Rwanda on 31 December 2015, between the Republic of Rwanda and the International Development Association (IDA), l'Association

The Financing Agreement no 5754-RW signed L'Accord de Financement no 5754-RW signé à Kigali, au Rwanda le 31 décembre 2015, entre la République du Rwanda et Internationale de relating to the credit of sixty seven million Développement (IDA), relatif au crédit de seven hundred thousand Special Drawing soixante-sept millions sept cent mille Droits

itandatu n'indwi n'ibihumbi magana arindwi z'Amadetesi (67.700.000 DTS) agenewe umushinga wo guteza imbere urwego rw'amashanyarazi mu Rwanda ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

Rights (SDR 67,700,000) for the Rwanda de Tirage Spéciaux (67.700.000 DTS) pour le electricity sector strengthening project projet de renforcement du secteur de annexed to this Order is hereby ratified and l'électricité au Rwanda annexé au présent becomes fully effective.

arrêté est ratifié et sort son plein et entier effet.

## Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe. Minisitiri w'Imari n'Igenamigambi. Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w' Ibikorwa Remezo n'Umunyamabanga wa Leta ushinzwe Ingufu n'Amazi bashinzwe gushvira mu bikorwa iri teka.

## Ingingo va 3: Igihe iteka ritangira Article 3: Commencement gukurikizwa

Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

## Article 2: Authorities responsible for the Article 2: Autorités chargées de l'exécution implementation of this Order

and Economic Planning, the Minister of Foreign Affairs and Cooperation, the Minister of Infrastructure and the Minister of State in charge of Energy and Water are entrusted with the implementation of this Order.

This Order comes into force on the date of its Le présent arrêté entre en vigueur le jour de sa publication in the Official Gazette of the Republic of Rwanda.

## du présent arrêté

The Prime Minister, the Minister of Finance Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Infrastructures et le Secrétaire d'Etat en charge de l'Energie et de l'Eau sont chargés de l'exécution du présent arrêté.

## Article 3: Entrée en vigueur

publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa 04/05/2016 Kigali, on 04/05/2016 Kigali, le 04/05/2016 (sé) (sé) (sé) **KAGAME Paul KAGAME Paul KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République (sé) (sé) (sé) **MUREKEZI** Anastase **MUREKEZI** Anastase **MUREKEZI** Anastase Minisitiri w'Intebe Prime Minister Premier Ministre Bibonywe kandi bishyizweho Ikirango cya Seen and sealed with the Seal of the Vu et scellé du Sceau de la République: Repubulika: **Republic:** (sé) (sé) (sé) **BUSINGYE Johnston BUSINGYE Johnston BUSINGYE Johnston** Minisitiri w'Ubutabera/Intumwa Nkuru ya Minister of Justice/Attorney General Ministre de la Justice/ Garde des Sceaux

Leta

UMUGEREKA **W'ITEKA** PEREZIDA N°07/01 RYO KU WA ORDER N°07/01 04/05/2016 RYEMEZA BURUNDU RATIFYING AMASEZERANO Y'INGUZANYO N° 5754- AGREEMENT N° 5754-RW SIGNED L'ACCORD DE FINANCEMENT N° RW YASHYIRIWEHO UMUKONO I IN KIGALI, RWANDA ON 31 5754-RW SIGNE A KIGALI, AU KIGALI MU RWANDA KU WA 31 DECEMBER 2015, BETWEEN THE RWANDA LE 31 DECEMBRE 2015, UKUBOZA 2015, HAGATI YA REPUBLIC OF RWANDA AND THE ENTRE LA REPUBLIQUE DU REPUBULIKA Y'U **N'IKIGEGA** GITSURA AMAJYAMBERE (IDA), TO THE CREDIT OF SIXTY SEVEN DEVELOPPEMENT (IDA), RELATIF N'INGUZANYO MILLION YEREKERANYE INGANA NA MILIYONI MIRONGO THOUSAND SPECIAL DRAWING MILLIONS SEPT CENT MILLE ITANDATU N'INDWI N'IBIHUMBI RIGHTS (SDR 67,700,000) FOR THE DROITS DE TIRAGE SPECIAUX MAGANA ARINDWI Z'AMADETESI RWANDA ELECTRICITY SECTOR (67,700,000 DTS) POUR LE PROJET (67,700,000 DTS) UMUSHINGA WO GUTEZA IMBERE . URWEGO RW'AMASHANYARAZI **MU RWANDA** 

RYA ANNEX TO THE PRESIDENTIAL ANNEXE **OF** THE FINANCING PORTANT RWANDA INTERNATIONAL DEVELOPMENT RWANDA MPUZAMAHANGA ASSOCIATION (IDA), RELATING INTERNATIONALE **SEVEN** AGENEWE STRENGTHENING PROJECT

DE L'ARRETE 04/05/2016 PRESIDENTIEL N°07/01 DU 04/05/2016 RATIFICATION ET L'ASSOCIATION DE HUNDRED AU CREDIT DE SOIXANTE-SEPT DE RENFORCEMENT DU SECTEUR DE L'ELECTRICITE AU RWANDA

CREDIT NUMBER 5754--RW

# Financing Agreement

(Rwanda Electricity Sector Strengthening Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 9 1 DEC 2015 2015

#### **CREDIT NUMBER 5754-RW**

#### FINANCING AGREEMENT

AGREEMENT dated <u>Jecember 31</u>, 2015, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

#### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this 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 General Conditions or in the Appendix to this Agreement.

#### ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty-seven million, seven hundred thousand Special Drawing Rights (SDR 67,700,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.

#### ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
  - (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement;
  - (b) A representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the Association in making the Financing was incorrect in any material respect;
  - (c) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement;
  - (d) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Energy Development Corporation Limited ("EDCL") of any of its obligations under the Project Support Implementation Agreement; and
  - (e) IBRD or IDA has suspended in whole or in part the right of the Project Implementing Entity or EDCL to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Project Implementing Entity or EDCL to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.

- 4.02. The Additional Events of Acceleration consist of the following-
  - (a) The event specified in paragraph (a) of Section 4.01 of this Agreement occurs.
  - (b) The events specified in paragraphs (b), (c), (d) and (e) of Section 4.01 of this Agreement occur and are continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

## ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Subsidiary Agreement has been signed on behalf of the Recipient and the Project Implementing Entity.
  - (b) The Project Implementing Entity has appointed the Project Manager and has established the Project Steering Committee and the Departmental Project Implementation Teams ("DPITs"), all in accordance with the provisions of Section I.A of Schedule 2 to this Agreement.
  - (c) The Project Implementing Entity has adopted the Project Implementation Manual in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.
  - (d) The Project Implementation Support Agreement has been signed on behalf of the Project Implementing Entity and EDCL in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.
  - (e) The Recipient has developed and obtained Cabinet approval of the Sector Financial Recovery Plan.
- 5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

## ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister at the time responsible for finance.

6.02. The Recipient's Address is:

Ministry of Finance and Economic Planning P. O. Box 158 Kigali, Rwanda

Facsimile: 250-57-75-81

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

**INDEVAS** 

248423 (MCI)

1-202-477-6391

Washington, D.C

AGREED at Kigali, Rwanda, as of the day and year first above written.

REPUBLIC OF RWANDA

	SELINANCE AND ECON
Ву	
	Authorized Representative
	Name: CLAVER GATETE
	Title: MTHISTER OF FINANCE 2
	Title: MTHISTER OF FINANCE &

INTERNATIONAL DEVELOPMENT ASSOCIATION

Name: Diarichon GAYE

Title: County Drechor

#### SCHEDULE 1

## Project Description

The objective of the Project is to enhance the operational efficiency of the Project Implementing Entity and increase electricity access.

The Project consists of the following parts.

#### Part A: Electricity Sector Capacity Strengthening

- The development and installation of management information systems including a commercial management system, an integrated distribution management system, and an enterprise resource planning system.
- 2. Carrying out of a program of activities to protect revenue from electricity sales, such activities to include: the creation of a metering control center and supplying needed infrastructure and equipment required for its operation, acquiring of meter data management software and training of staff in its use, and supplying and installing metering infrastructure for targeted customers.
- 3. Carrying out of a program of activities to strengthen the technical capacity of the Project Implementing Entity, such activities to include: coaching, mentoring and enhancing technical capacity of staff, developing and documenting functional processes and operational procedures, collecting key operational data, and developing and implementing a corporate strategic plan and performance based dashboard.

#### Part B: Increased Access to Electricity Services

- Carrying out a program of activities to strengthen the distribution network around Kigali area, such activities to include: rehabilitation of the medium voltage switching stations, upgrading the distribution network around Kigali area to increase load capacity; supplying and installing equipment for monitoring and control of the network.
- Carrying out a program of activities to extend the grid to new load centers, such activities to include: supply and installation of equipment for grid extension and reinforcement, connection of new consumers and carrying out of upstream systems reinforcements as appropriate.

## Part C: Technical Assistance and Project Implementation Support

- 1. Carrying out of feasibility and diagnostic studies.
- 2. Technical assistance for sector coordination and Project implementation
- 3. Capacity building for Project implementation.
- 4. Carrying out of monitoring and evaluation of the Project.
- 5. Financing of Operating Costs associated with Project implementation

#### **SCHEDULE 2**

## **Project Execution**

## Section I. Implementation Arrangements

A. Institutional Arrangements.

Ministry of Infrastructure

1. The Ministry of Infrastructure shall be responsible for overall policy guidance and implementation of the Project.

Project Steering Committee

- The Recipient shall cause the Project Implementing Entity to establish, not later than the Effective Date, and thereafter maintain throughout Project implementation, a Project Steering Committee with terms of reference satisfactory to the Association and with adequate resources to carry out its responsibilities under the Project.
- 3. Without limitation on the foregoing, the functions of the Project Steering Committee shall be to: (a) provide overall coordination and strategic guidance over the Project; and (b) approve operational procedures and technical designs submitted by DPITs.

Project Manager

4. The Recipient shall cause the Project Implementing Entity to appoint, not later than the Effective Date, and thereafter maintain throughout the implementation of the Project, a Project Manager with qualifications, experience and terms of reference satisfactory to the Association with the responsibility for overall management and coordination of the implementation of the Project.

Departmental Project Implementation Teams

- 5. The Recipient shall cause the Project Implementing Entity to establish, not later than the Effective Date, and thereafter maintain throughout Project implementation, Departmental Project Implementation Teams (DPITs) with terms of reference satisfactory to the Association and with adequate resources to carry out their responsibilities under the Project.
- Without limitation on the foregoing, the functions of the DPITs shall be to: (a)
  preparing, reviewing and documenting functional and operational procedures of
  their respective departments; (b) developing detailed technical designs for their

functional and operational procedures; and (c) providing support for Project implementation within their departments.

#### Project Coordination Unit

- 7. The Recipient shall cause EDCL: (a) to maintain throughout Project implementation, the Project Coordination Unit (PCU) with terms of reference, staffing and other resources satisfactory to the Association; and (b) to assign to the PCU at all times during Project Implementation, a Project coordinator, a financial management specialist, a procurement specialist, an environmental and social safeguards specialist, a monitoring and evaluation specialist, a construction engineer, an internal auditor and such other staff as may be agreed with the Association, all with qualifications, experience, and terms of reference satisfactory to the Association.
- Without limitation on the foregoing, the PCU shall be responsible for the day-today administration, financial management, procurement, safeguards management, and monitoring and evaluation of the Project.

#### B. Implementation Arrangements

Project Implementation Manual

- 1. The Recipient shall: (a) (i) not later than the Effective Date, cause the Project Implementing Entity to prepare and furnish to the Association a Project implementation manual containing detailed guidelines and procedures for the implementation of the Project, including: administration and coordination; monitoring and evaluation; financial, procurement and accounting procedures; social and environmental safeguards; corruption and fraud mitigation measures; roles and responsibilities of various agencies in the implementation of Project, and such other arrangements and procedures as shall be required for the effective implementation of the Project; and (ii) thereafter cause the Project Implementing Entities to adopt and carry out the Project in accordance with such Project implementation manual as shall have been approved by the Association (Project Implementation Manual); and (b) except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.
- 2. In case of conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

#### Annual Work Plans and Budgets

- 3. The Recipient shall cause the Project Implementing Entity, not later than June 30 of each year, to prepare and furnish to the Association, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.
- 4. The Recipient shall cause the Project Implementing Entity to exchange views with the Association on each such proposed annual work plan, and shall thereafter cause the Project Implementing Entity to adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association (Agreed Annual Work Plan).

## C. Subsidiary Agreements

- To facilitate the carrying out of the Project, the Recipient shall enter into a subsidiary agreement with the Project Implementing Entity under terms and conditions approved by the Association ("Subsidiary Agreement") which shall include the obligation of the Project Implementing Entity to:
  - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines and in accordance with the provisions of this Agreement;
  - (b) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;
  - (c) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Financing and disclose their use in the Project; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the General Conditions; and
  - (d) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the Association, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and Association, integrating the results of such monitoring

and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project, and to achieve its objective, each such report to cover a calendar quarter; (iii) furnish each such report to the Recipient and the Association within forty five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the Association shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the Association within not later than (6) months after the end of the Project.

- (e) (i) procure all goods and services required under the Project and to be financed out of the proceeds of the Financing in accordance with the provisions of Section III of this Schedule; and (ii) ensure that all such goods and services are used exclusively for the purposes of the Project;
- (f) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to the Project to external and internal auditors; (iii) prepare as part of the Project Report, interim unaudited financial reports covering each quarter, and furnish them to the Recipient and the Association not later than forty five (45) days after the end of the period covered by such reports, and provide such other information concerning such unaudited financial statements as the Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year; and
- (g) open and maintain a dedicated Project Account, until the completion of the Project, in the National Bank of Rwanda on terms and conditions acceptable to the Association; and ensure that the funds deposited into the Project Account shall be used exclusively to finance the cost of expenditures related to the Project.
- 2. The Recipient shall exercise its rights under the Subsidiary Agreement 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 any of the Subsidiary Agreements or its provisions therein.

## D. Project Implementation Support Agreement

- The Recipient shall not later than the Effective Date, cause the Project Implementing Entity and EDCL to enter into a Project Implementation Support Agreement, on terms and conditions satisfactory to the Association, setting out mutual responsibilities regarding the implementation of the Project.
- 2. Notwithstanding the provisions of the foregoing sub-section 1 of this Section I.D, the Project Implementation Support Agreement shall incorporate the financial management, procurement, safeguards and monitoring and evaluation responsibilities of the Project Implementing Entity as set out in Section I.C above.

## E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

#### F. Safeguards.

- 1. The Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the Environmental and Social Management Framework ("ESMF") and the Resettlement Policy Framework ("RPF").
- If any Supplemental Social and Environmental Safeguard Instrument is required under any of the Safeguard Instruments, the Recipient shall cause the Project Implementing Entity to:
  - (a) prepare (A) such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable Safeguard Instrument;(B) furnish such Supplemental Social and Environmental Safeguard Instrument to the Association for review and approval; and (C) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activities; and
  - (ii) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.
- 3. The Recipient shall cause the Project Implementing Entity to ensure that all technical assistance under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association's environmental and social safeguard policies and the Recipient's own laws relating to the environment and social aspects.

- 4. If any activity under the Project would involve Affected Persons, the Recipient shall cause the Project Implementing Entity to: (i) ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Social and Environmental Safeguard Instrument prepared in accordance with the RPF, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been implemented; and (ii) provide from its own resources, any financing required for any measures under sub-paragraph (i) above including any costs associated with land acquisition required for the Project.
- 5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for each of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instrument, cause the Project Implementing Entity to regularly collect, compile and furnish to the Association reports in form and substance satisfactory to the Association, on the status of compliance with such Safeguard Instrument including the related Supplemental Social and Environmental Safeguard Instrument, as part of the Project Reports, giving details of:
  - (i) measures taken in furtherance of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instruments;
  - (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instruments; and
  - (iii) remedial measures taken or required to be taken to address such conditions.

## Section II. Project Monitoring, Reporting and Evaluation

## A. Project Reports

The Recipient shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association and set out in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

## B. Financial Management, Financial Reports and Audits

- The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall cause the Project Implementing Entity to prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall cause the Project Implementing Entity to have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period

## Section III. Procurement

#### A. General

- Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
- Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
- 3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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.

## B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and nonconsulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method	
(a) National Competitive Bidding	
(b) Shopping	
(c) Procurement from UN Agencies	
(d) Direct Contracting	

## C. Particular Methods of Procurement of Consultants' Services

- Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. Other Methods of Procurement of Consultants' Services. The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultant services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method		
(a)	Quality-based Selection	
(b)	Least Cost Selection	
(c)	Fixed Budget Selection	
(d)	Selection based on Consultants' Qualifications	
(e)	Single-source Selection of consulting firms	
(f)	Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants	

## Procurement Method

(g) Single-source procedures for the Selection of Individual Consultants

## D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

## Section IV. Withdrawal of the Proceeds of the Financing

#### A. General

- 1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in (SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non- consulting services, consultants' services. Training and Operating Costs under the Project	67,700,000	100%
TOTAL AMOUNT	67,700,000	

## B. Withdrawal Conditions; Withdrawal Period

- Notwithstanding the provisions of Part A of this Section, no withdrawal shall be
  made for payments made prior to the date of this Agreement except that
  withdrawals up to an aggregate amount not to exceed SDR 6,800,000 may be made
  for payments made prior to this date but on or after November 1, 2015 for Eligible
  Expenditures under the Project.
- The Closing Date is October 31, 2021

## Section V. Other Undertakings

Procurement Capacity Building Strategy

1. The Recipient shall, within six (6) months of the Effective Date adopt a procurement capacity building strategy and implementation plan.

New Electricity Connections Cost Contributions

- 2. The Recipient shall-
  - (a) cause the Project Implementing Entity to maintain at all times during Project implementation, in Rwandan Francs, in the Central Bank, a separate account under terms and conditions acceptable to the Association, ("Electricity Connections Contributions Account"), into which it shall deposit customers' cash contributions for new electricity connections;
  - (b) not later than the 30<sup>th</sup> of every month, cause the Project Implementing Entity to deposit the cash contributions for new electricity connections receipted in the preceding month into the Electricity Connections Contributions Account; and
  - (c) cause the Project Implementing Entity to utilize the cash contributions deposited in the Electricity Connections Contributions Account for re-investing in new electricity connections and to do so in accordance with the provisions of Section I.F and Section III of Schedule 2 to this Agreement.

Operating Revenue

3. The Recipient shall ensure that the Project Implementing Entity's Operating Revenue shall reflect the principles of Cost Recovery and be sufficient to cover Operating Expenses and Debt Service.

## **SCHEDULE 3**

## Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing February 15, 2022 to and including August 15,2053	1.5625%

<sup>\*</sup> The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

#### APPENDIX

#### Section I. Definitions

- 1. "Affected Person" means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood
- 2. "Annual Work Plan and Budget" means the program of activities agreed each Fiscal Year between the Recipient and the Association for implementation under the Project in accordance with Section I.B.3 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
- "Anti-Corruption Guidelines" means 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.
- 4. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (Revised July 2014).
- "Cost Recovery" means the ability to pay operating expenses and debt service through operating revenue.
- "Debt Service" means the aggregate amount of repayment of principal, and interest, and other charges on debt.
- 8. "Departmental Project Implementation Teams" or "DPITs means the teams established by the Project Implementing Entity in the departments relevant to the Project, and comprising the head of department, dedicated staff and consultants hired to assist with Project implementation in the respective department, and referred to in Section I.A.5 of Schedule 2 to this Agreement.
- 9. "Energy Development Corporation Limited" or "EDCL" means the Recipient's limited liability company incorporated and operating under the Companies Act Law No. 07/2009 of 27/04/2009 of the Laws of the Recipient, and responsible for the development of energy or its legal successor thereto.

- 10. "Energy Utility Corporation Limited" or "EUCL" means the Recipient's limited liability company incorporated and operating under the Companies Act, Law No. 07/2009 of 27/04/2009 of the Laws of the Recipient, and responsible for the distribution of electricity or its legal successor thereto.
- 11. "Environmental and Social Management Framework" or "ESMF" means the framework dated September 2015 in form and substance satisfactory to the Association, prepared by the Project Implementing Entity, setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.
- "Environmental Management Plan" or "EMP" means a plan in form and substance satisfactory to the Association, prepared and adopted by the Project Implementing Entity pursuant to the ESMF, providing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental impacts under the Project, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the Association.
- 13. Fiscal Year" means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
- "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
- 15. "Memorandum and Articles of Association" means the memorandum of association of a company and the articles of association of a company as originally framed or as altered by the company from time to time, and which comprise the constitutive documents for incorporation and or registration of a company;
- 16. "Operating Costs" means the expenses incurred on account of Project implementation, based on Annual Work Plans and Budgets approved by the World Bank pursuant to Section I.B.3 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, office rental, consumables, accommodation, salaries and local and international travel costs of Project staff (excluding the salaries of the Recipient's civil service).
- 17. "Operating Expenses" means the sum of all expenses related to operations including administration, adequate maintenance, taxes and payments in lieu of taxes, and provisions for uncollected revenue, but excluding non-cash operating charges and costs associated with debt service.

- 18. "Operating Revenue" means the sum of all revenues generated by operations.
- "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011(Revised July 2014).
- 20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated October 27, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- "Project Coordination Unit" or "PCU" means a unit within EDCL designated to take on the day-to-day financial management, procurement, safeguards and monitoring and evaluation responsibilities under the Project and referred to in Section I.A.7 of Schedule 2 to this Agreement.
- 22. "Project Implementation Support Agreement" means the agreement satisfactory to the Association to be signed between the Project Implementing Entity and EDCL setting out the mutual responsibilities for the implementation of the Project and referred to in Section I.D of Schedule 2 to this Agreement.
- 23. "Project Implementing Entity" means the Energy Utility Corporation Limited.
- "Project Implementing Entity's Legislation" means the Companies Act, Law No. 07/2009 of 27/04/2009 of the Laws of the Recipient, pursuant to which the Project Implementing Entity is incorporated and includes the respective Memorandum and Articles of Association.
- "Project Manager" means the designated team leader responsible for the day-today management and coordination of the implementation of the Project and referred to in Section I.A.4 of Schedule 2 to this Agreement.
- 26. "Project Steering Committee" means the committee established for purposes of the Project, referred to in Section I.A.2 of Schedule 2 to this Agreement chaired by the managing director of the Project Implementation Entity and comprising directors, managers and heads of units responsible for corporate services, finance, commercial, operations, information technology, the Project Manager, the PCU Project coordinator and such other staff as the managing director may determine.
- 27. "Resettlement Action Plan" and "RAP" mean the plan approved by the Association for the Project, prepared by a Project Implementing Entity on the basis of the RPF as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to the initial consultation and disclosure requirements carried out on the RAP.

- 28. Resettlement Policy Framework" and "RPF" mean a framework in form and substance acceptable to the Association dated September 2015, prepared by the Recipient and outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the Association, and such term includes any schedules to such document.
- 29. "Safeguards Instrument" means each of the ESMF or the RPF.
- "Sector Financial Recovery Plan" means a plan prepared by the Recipient proposing measures to be taken to improve the financial performance of the energy sector.
- "Subsidiary Agreement" means the agreement referred to in Section I.C of Schedule 2 to this Agreement entered into between the Recipient and the Project Implementing Entity.
- "Supplemental Social and Environmental Safeguard Instruments" means any EMP, RAP or other supplemental social and environmental safeguard instrument prepared pursuant to the ESMF or RPF.
- 33. "Training" means the costs of training under the Project, based on the annual work plans and budgets referred to in Section I.B.3 of Schedule 2 to this Agreement as approved by the Association, and attributable to seminars, workshops, and study tours, along with local and international travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.

mugereka w'Iteka rva Perezida n°007/01 rvo ku wa 04/05/2016 rvemeza burundu Amasezerano y'Inguzanyo n° 5754-RW vashviriweho umukono i Kigali mu Rwanda ku wa 31 Ukuboza 2015, hagati va Repubulika v'u Rwanda n'Ikigega Development (IDA), yerekeranye n'inguzanyo ingana n'ibihumbi magana arindwi the z'Amadetesi (67.700.000 DTS) agenewe strengthening project umushinga wo guteza imbere urwego rw'amashanyarazi mu Rwanda

Order n°007/01 of 04/05/2016 ratifying Présidentiel n°007/01 du 04/05/2016 signed in Kigali, Rwanda on 31 Financement n° 5754-RW signé à Kigali, December 2015, between the Republic of au Rwanda le 31 décembre 2015, entre Rwanda International la and the Association Mpuzamahanga Gitsura Amajyambere relating to the credit of sixty seven Développement (IDA), relatif au crédit million seven hundred thousand Special de soixante-sept millions sept cent mille na miliyoni mirongo itandatu n'indwi Drawing Rights (SDR 67,700,000) for Droits de Tirage Spéciaux (67.700.000 **Rwanda** electricity

Bibonywe kugira ngo bishvirwe ku Seen to be annexed to the Presidential Vu pour être annexé à l'Arrêté the Financing Agreement n° 5754-RW portant ratification de l'Accord de République du Rwanda et (IDA), l'association Internationale de sector DTS) pour le projet de renforcement du secteur de l'électricité au Rwanda

Kigali, ku wa **04/05/2016** 

(sé)

**KAGAME Paul** Perezida wa Repubulika

(sé)

**MUREKEZI** Anastase Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

**BUSINGYE Johnston** Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Kigali, on 04/05/2016

(sé)

**KAGAME Paul** President of the Republic

(sé)

**MUREKEZI** Anastase Prime Minister

Seen and sealed with the Seal of the **Republic:** 

(sé)

**BUSINGYE Johnston** Minister of Justice/Attorney General Kigali, le 04/05/2016

(sé)

**KAGAME Paul** Président de la République

(sé)

**MUREKEZI** Anastase Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

**BUSINGYE Johnston** Ministre de la Justice/ Garde des Sceaux