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Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekeranye n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri z'Amadolari y'Abanyamerika (21.200.000 USD) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekeranye n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri	The Chamber of Deputies, in its sitting of 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of twenty-one million and two hundred thousand American Dollars (USD 21,200,000) for the expansion of Karenge water supply project, signed in Riyadh, Saudi Arabia, on 09 November 2023; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of twenty-one million and two hundred thousand American Dollars (USD 21,200,000) for the expansion of Karenge water supply project,	La Chambre des Députés, en sa séance du 19 décembre 2023; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord de prêt entre la République du Rwanda et le Fonds OPEP pour le Développement International, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD) pour l'expansion du projet d'approvisionnement en eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'Accord de prêt entre la République du Rwanda et le Fonds OPEP pour le Développement International, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD) pour l'expansion du projet d'approvisionnement en
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z'Amadolari y'Abanyamerika (21.200.000 USD) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Ingingo y'ururimi</u> Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	signed in Riyadh, Saudi Arabia, on 09 November 2023, in annex, is approved for ratification. <u>Article 2: Language provision</u> This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023, en annexe, est approuvé pour ratification. <u>Article 2 : Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3 : Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 17/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 004/2024 RYO KU WA 17/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (21.200.000 USD) IGENEWE KWAGURA UMUSHINGA WA KARENJE WO GUKWIRAKWIZA AMAZI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	ANNEX TO LAW N° 004/2024 OF 17/01/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY-ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD 21,200,000) FOR THE EXPANSION OF KARENJE WATER SUPPLY PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ANNEXE À LA LOI N° 004/2024 DU 17/01/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT ET UN MILLIONS DEUX CENT MILLE DOLLARS AMÉRICAINS (21.200.000 USD) POUR L'EXPANSION DU PROJET D'APPROVISIONNEMENT EN EAU DE KARENJE, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (21.200.000 USD) IGENEWE KWAGURA UMUSHINGA WA KARENGE WO GUKWIRAKWIZA AMAZI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY-ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD 21,200,000) FOR THE EXPANSION OF KARENGE WATER SUPPLY PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT ET UN MILLIONS DEUX CENT MILLE DOLLARS AMÉRICAINS (21.200.000 USD) POUR L'EXPANSION DU PROJET D'APPROVISIONNEMENT EN EAU DE KARENGE, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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LOAN NO. 15713P

EXPANSION OF KARENGE WATER SUPPLY
PROJECT

LOAN AGREEMENT

BETWEEN

THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT

AND

THE REPUBLIC OF RWANDA

DATED

NOVEMBER 9, 2023

The OPEC Fund for International Development

AGREEMENT dated November 9, 2023 between the OPEC Fund for International Development ("OPEC Fund") and the Republic of Rwanda ("Borrower").

Whereas, the Borrower has requested a loan from the OPEC Fund for part financing of the Project described in Schedule 1; and

Whereas, the OPEC Fund has approved a loan to the Borrower in the amount of twenty-one million and two hundred thousand Dollars (\$21,200,000) upon the terms and conditions set forth hereinafter ("Loan").

Now, therefore, the parties to this Loan Agreement ("Agreement") hereby agree as follows:

Article 1

GENERAL CONDITIONS; DEFINITIONS

1.01 The General Conditions attached hereto shall constitute an integral part of this Agreement.

1.02 In addition to the terms defined in the preamble, the following terms and expressions shall have the following meanings or, where they duplicate terms and expressions in the General Conditions, the following specific meanings:

- (a) "Authorized Representative" of the Borrower means its Minister of Finance and Economic Planning;
- (b) "Closing Date" means December 31, 2027;
- (c) "Date of Repayment" means the date of each semi-annual repayment of the Loan as set forth in Schedule 3;
- (d) "Dollar" and the sign "\$" mean and refer to the lawful currency of the United States of America;
- (e) "Eligible Expenditure Commencement Date" means September 14, 2023;
- (f) "Executing Agency" means the Borrower's Ministry of Infrastructure, through the Water and Sanitation Corporation Development Ltd.;

The OPEC Fund for International Development

- (g) "General Conditions" means the General Conditions Applicable to Public Sector Loan Agreements, June 2019; and
- (h) "Grace Period" means the period beginning on the Date of the Agreement and ending five (5) years from that date.

* * *

Article 2 THE LOAN

2.01 The OPEC Fund agrees to lend to the Borrower and the Borrower agrees to borrow from the OPEC Fund the Loan in the amount of twenty-one million and two hundred thousand Dollars (\$21,200,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and seventy-five hundredths per cent (1.75%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a commitment fee at the rate of half of one per cent (0.5%) per annum on the unwithdrawn amount of the Loan, which fee shall begin to accrue sixty (60) days from the Date of the Agreement and shall be payable in the first instance within ninety (90) days from the Date of Effectiveness. For the avoidance of doubt, no commitment fee shall be payable if the Agreement is terminated for failure to become effective.

2.04 Interest and commitment fee (except the first payment, which shall be made as stipulated in Section 2.03) shall be paid semi-annually on May 15 and November 15 in each year into the OPEC Fund Account.

2.05 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to the OPEC Fund in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall commence immediately following the end of the Grace Period and shall be effected in thirty (30) semi-annual instalments each in an amount determined by the OPEC Fund as specified in Schedule 3 (AMORTIZATION) for the respective Date of Repayment.

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Article 3 EFFECTIVENESS

3.01 This Agreement shall enter into force and effect in accordance with Section 3.02 upon receipt by the OPEC Fund of:

(a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and

(b) a certificate issued by the Minister of Justice or the Attorney General or any other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

3.02 As soon as possible after the conditions specified in Section 3.01 have been satisfactorily fulfilled, this Agreement shall enter into full force and effect on the Date of Effectiveness.

3.03 If this Agreement does not become effective within one hundred and eighty (180) days after the Date of the Agreement, the Agreement and all obligations of the parties hereunder shall terminate, unless the OPEC Fund, after consideration of the reasons for the delay, establishes a later date for the purposes of this Section.

* * *

The OPEC Fund for International Development

Article 4 ADDRESSES

4.01 The parties' addresses are as specified below:

For the OPEC Fund:

The OPEC Fund for International Development
Parkring 8
A-1010 Vienna
AUSTRIA
Facsimile: (++43-1) 513 92 38

For the Borrower:

Ministry of Finance and Economic Planning
PO BOX 158
Kigali
RWANDA
Facsimile: (+250) 252577581
E-mail: info@minecofin.gov.rw

* * *

The OPEC Fund for International Development

LOAN NO. 15713P

IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered in Riyadh, Saudi Arabia in two counterparts in the English language, each considered an original and both to the same and one effect as of the day and year first above written.

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:

Signature:



Name: Dr. Abdulhamid Alkhalifa

Title: Director-General

FOR THE BORROWER:

Signature:



Name: HE Jeanine Munyeshuli

Title: Minister of State in charge of Public Investment and Resource Mobilization

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA EXPANSION OF KARENJE WATER SUPPLY PROJECT

SCHEDULE 1 PROJECT DESCRIPTION

1.01 The Project aims to increase access to safe water supply services in the City of Kigali and Rwamagana District. The specific objective of the Project is to invest in transformative and resilient infrastructure and sustainable systems in order to meet the current and future demand for water supply services and industrial use in the target areas.

2.01 The Project's objectives will be achieved through the implementation of the following four components:

A. Civil Works:

This component shall finance the construction of a new water treatment plant and new forwarding infrastructure for water transmission, including pumping stations and water tanks. The transmission mains from Karengé to the City of Kigali (ranging from 200 to 700 mm in diameter) shall be approximately 78 km long, and from Karengé to Rwamagana Town approximately 38 km long. This component shall further include the construction of a 598 km long water distribution network, with distribution reservoirs in the Karengé to the City of Kigali area, and 333 km in the Karengé to Rwamagana Town area. The specific activities under this component shall be as follows:

(a) *Rehabilitation of intake facility and water treatment plant expansion, comprising the following sub-components:*

- (i) rehabilitation of raw water transmission pipes;
- (ii) reallocation of the pump house and upgrading the capacity of pumps and motors;
- (iii) expansion of water treatment plant capacity from approximately 12,000 m³/day to 48,000 m³/day (including construction of intake pumps, filtration basins, treatment facilities, clearwater reservoirs and pumps); and
- (iv) construction of transmission pipelines from Karengé water treatment plant to Kimichanga reservoir.

(b) *Expansion of transmission and distribution systems, comprising of the following sub-components:*

- (i) expansion of a water transmission pipeline from Kimichanga reservoir to City of Kigali, including the construction of transmission pipelines with the total length of 24.6 km;

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(ii) construction of the Kimichanga Pumping Station and transmission systems to Rwamagana District (Muyumbu and Gahengeri), comprising approximately 31.7km of transmission pipelines, as well as an additional 21.8 km of transmission pipelines from Rusoro to Rwamagana;

(iii) construction of 34 distribution reservoirs, and distribution pipelines with the total length of 598.6 km in Ndera, Rusororo, Gahengeri, Muyumbu and Nyakaliro sectors;

(iv) construction of distribution reservoirs and water transmission pipelines from Karengé to Rwamagana, including 38 km of transmission pipes, and water reservoirs (3 in total) in Bihembe, Gahengeri and Musha, as well as the construction of a booster pump station.

B. Consultancy Services:

This component shall finance the review of the existing detailed design for the works in the Karengé to Rwamagana Town area, and the preparation of detailed design for the water transmission pipeline expansion from Kimichanga reservoir to the City of Kigali, the Kimichanga Pumping Station, and the transmission systems to Rwamagana Districts. The design for the distribution network and reservoirs, as well as the preparation of tender documents and construction supervision shall also be financed by this component. This component shall further include an update of the Environmental and Social Impact Assessment.

C. Project Management:

This component shall include the cost of the Project implementation unit (PIU) established within the Executing Agency.

D. Land Acquisition:

This component shall finance the acquisition of land for the water treatment plant, the pumping stations, and water tanks (reservoirs), as well as compensation for economic losses arising due to construction works.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA EXPANSION OF KARENJE WATER SUPPLY PROJECT

SCHEDULE 2 LOAN ALLOCATION

1. Unless otherwise agreed between the Borrower and the OPEC Fund, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
<u>A. Civil Works</u>		
(a) Rehabilitation of intake facility and water treatment plant expansion		
(b) Expansion of transmission and distribution systems		
(c) Water transmission pipeline (Kimichanga reservoir - City of Kigali)		
(d) Kimichanga pumping station and transmission systems to Rwamagana Districts		
(e) Construction of distribution reservoirs and distribution pipelines	14,180,000	100
(f) Water transmission from Karengé to Rwamagana		
<u>B. Consultancy Services</u>	4,600,000	100
<u>C. Project Management</u>		
<u>D. Land Acquisition</u>		
Contingencies	2,420,000	15
Total	21,200,000	

The OPEC Fund for International Development

2. Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in paragraph 1 above, if the OPEC Fund has reasonably estimated that the amount of the Loan then allocated to any component will be insufficient to finance the agreed percentage of all expenditures in that component, the OPEC Fund may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of the OPEC Fund are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA EXPANSION OF KARENJE WATER SUPPLY PROJECT

SCHEDULE 3 AMORTIZATION

1. The following table sets forth the Dates of Repayment of the Loan and the percentage of the principal amount of the Loan due and payable ("Amount Due") on each Date of Repayment. If the proceeds of the Loan have been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined by the OPEC Fund by multiplying: (a) the total amount of the Loan withdrawn and outstanding as of the first Date of Repayment; by (b) the percentage of the Amount Due specified below for each Date of Repayment.

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Percentage)
1	November 15, 2028	3.33
2	May 15, 2029	3.33
3	November 15, 2029	3.33
4	May 15, 2030	3.33
5	November 15, 2030	3.33
6	May 15, 2031	3.33
7	November 15, 2031	3.33
8	May 15, 2032	3.33
9	November 15, 2032	3.33
10	May 15, 2033	3.33
11	November 15, 2033	3.33
12	May 15, 2034	3.33
13	November 15, 2034	3.33
14	May 15, 2035	3.33
15	November 15, 2035	3.33
16	May 15, 2036	3.33
17	November 15, 2036	3.33
18	May 15, 2037	3.33
19	November 15, 2037	3.33
20	May 15, 2038	3.33
21	November 15, 2038	3.33
22	May 15, 2039	3.33
23	November 15, 2039	3.33
24	May 15, 2040	3.33
25	November 15, 2040	3.33
26	May 15, 2041	3.33
27	November 15, 2041	3.33
28	May 15, 2042	3.33
29	November 15, 2042	3.33
30	May 15, 2043	3.43
Total		100

The OPEC Fund for International Development

2. In the event that the Loan proceeds have not been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined as follows:

- (a) To the extent that any amount of the Loan proceeds has been withdrawn as of the first Date of Repayment, the Borrower shall repay the Loan amount withdrawn and outstanding as of the first Date of Repayment in accordance with paragraph 1 above.
- (b) Any withdrawal made after the first Date of Repayment shall be repaid on each Date of Repayment falling after the date of such withdrawal in amounts determined by the OPEC Fund as follows: amount of the withdrawal multiplied by a fraction, the numerator of which shall be the instalment percentage specified in the table in paragraph 1 above for such Date of Repayment and the denominator of which shall be the sum of all remaining instalment percentages for Dates of Repayment falling on and after such date.

3. Withdrawals made within sixty-five (65) calendar days prior to any Date of Repayment shall, for the purposes solely of calculating the amount of the Loan payable on any Date of Repayment, be treated as withdrawn and outstanding on the date immediately following such Date of Repayment. Notwithstanding the treatment herein, interest and commitment fee shall begin to accrue on the respective value dates on which such withdrawals shall have been made.

* * *

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 004/2024 ryo ku wa 17/01/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri z'Amadolari y'Abanyamerika (21.200.000 USD) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023	Seen to be annexed to Law n° 004/2024 of 17/01/2024 approving the ratification of the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty-one million two hundred thousand United States Dollars (USD 21,200,000) for the expansion of Karenge water supply project, signed in Riyadh, Saudi Arabia, on 09 November 2023	Vu pour être annexé à Loi n° 004/2024 du 17/01/2024 approuvant la ratification de l'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD) pour l'expansion du projet d'approvisionnement en eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023
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Kigali, 17/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEGEKO N° 005/2024 RYO KU WA 17/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (75.000.000 SAR) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	LAW N° 005/2024 OF 17/01/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	LOI N° 005/2024 DU 17/01/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN DE DEVELOPPEMENT, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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ITEGEKO N° 005/2024 RYO KU WA 17/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (75.000.000 SAR) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA INTEKO ISHINGA AMATEGEKO:	LAW N° 005/2024 OF 17/01/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023 We, KAGAME Paul, President of the Republic: THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT:	LOI N° 005/2024 DU 17/01/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN DE DÉVELOPPEMENT, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023 Nous, KAGAME Paul, Président de la République ; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT :
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Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zayo, iya 64 n'ya 168; Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Arabiya Sawudite Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi n'eshanu z'Amariyali ya Arabiya Sawudite (75.000.000 SAR) igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyirwa 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Arabiya Sawudite Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi n'eshanu z'Amariyali ya Arabiya Sawudite (75.000.000 SAR)	The Chamber of Deputies, in its sitting of 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Loan Agreement between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the expansion of transmission and distribution water system in East of Kigali project, signed in Riyadh, Saudi Arabia, on 09 November 2023; ADOPTS: <u>Article one:</u> Approval for ratification The Loan Agreement between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the expansion of transmission and distribution water system in East of Kigali	La Chambre des Députés, en sa séance du 19 décembre 2023 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord de prêt entre la République du Rwanda et le Fonds Saoudien de Développement, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le projet d'expansion du système de transmission et de distribution d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023 ; ADOPTÉ : <u>Article premier :</u> Approbation pour ratification L'Accord de prêt entre la République du Rwanda et le Fonds Saoudien de Développement, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le projet d'expansion du système de transmission et de distribution
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igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Ingingo y’ururimi</u> Iri tegeko ryateguwe mu rurimi rw’Icyongereza, risuzumwa kandi ritorwa mu rurimi rw’Ikinyarwanda. <u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	project, signed in Riyadh, Saudi Arabia, on 09 November 2023, in annex, is approved for ratification. <u>Article 2: Language provision</u> This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023, en annexe, est approuvé pour ratification. <u>Article 2 : Disposition linguistique</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3 : Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 17/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
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Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
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UMUGEREKA W'ITEGEKO N° 005/2024 RYO KU WA 17/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (75.000.000 SAR) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	ANNEX TO LAW N° 005/2024 OF 17/01/2024 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE SAUDI FUND FOR DEVELOPMENT, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ANNEXE À LA LOI N° 005/2024 DU 17/01/2024 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS SAOUDIEN DE DÉVELOPPEMENT, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (75.000.000 SAR) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	LOAN AGREEMENT BETWEEN THE SAUDI FUND FOR DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ACCORD DE PRÊT ENTRE LE FONDS SAOUDIEN DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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P . O . Pox 50483 Riyadh 11523
Kingdom of Saudi Arabia

LOAN AGREEMENT

**THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER
SYSTEM IN EAST OF KIGALI PROJECT**

BETWEEN

THE SAUDI FUND FOR DEVELOPMENT

AND

REPUBLIC OF RWANDA

LOAN NO.: 13/8 | 7

SIGNED ON: 25/04/1445 A.H.

CORRESPONDING TO: 09/11/2023 A.D.



LOAN AGREEMENT

Agreement dated 25/04/1445 A.H corresponding to 09/11/2023 A.D.

between

- 1) THE SAUDI FUND FOR DEVELOPMENT, Riyadh, Kingdom of Saudi Arabia (hereinafter called "**the Fund**"),

and

- 2) REPUBLIC OF RWANDA (hereinafter called "**the Borrower**").

PREAMBLE

WHEREAS:

- (A) the Borrower has requested the Fund to grant it a Loan to assist in the financing of The Expansion of Transmission and Distribution Water System In East Of Kigali project described in Schedule No. (2) to this Agreement (hereinafter called "**the Project**").
- (B) WHEREAS the Borrower has allocated an amount of twenty-four million eight Hundred thousand (24,800,000) U.S. Dollars for financing part of the Project.
- (C) WHEREAS the Borrower has obtained from the Abu Dhabi Fund (hereinafter referred to as **the Abu Dhabi Fund**) a Loan in an amount of (25,000,000) U.S. Dollars to assist in the financing of the project on accordance with terms and conditions of the loan agreement concluded between the Borrower and the Abu Dhabi Fund (hereinafter referred to as **the Abu Dhabi Fund Loan Agreement**);
- (D) WHEREAS the Borrower has obtained from the OPEC Fund for International Development (hereinafter referred to as **OPEC FUND**) a Loan in an amount of (21,200,000) U.S. Dollars to assist in the financing of the project on accordance with terms and conditions of the loan agreement concluded between the Borrower and the OPEC FUND (hereinafter referred to as **OPEC FUND Loan Agreement**);
- (E) WHEREAS the Borrower has obtained from Arab bank for economic development in Africa (hereinafter referred to as **Arab bank**) a Loan in an amount of (20,000,000) U.S. Dollars to assist in the financing of the project on accordance with terms and conditions of the loan agreement concluded between the Borrower and the Arab bank (hereinafter referred to as **Arab bank Loan Agreement**);

- (F) the purpose of the Fund is to assist developing countries to develop their economies and to provide them with loans required for the implementation of their development projects and programs.
- (G) the Fund is convinced of the importance of the Project and its beneficial effects for the economic and social development of the friendly people of the Republic of Rwanda.
- (H) the Board of Directors of the Fund has agreed, in view of the foregoing, by its Resolution No 1/1445/19 to grant the Borrower a Loan upon the terms and conditions hereinafter set forth.

* * * * *

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I
General Conditions; Definitions

Section 1.01. The parties to this Agreement accept all the provisions of the General Conditions Applicable to Loan Agreements of the Fund, issued by Resolution of the Board of Directors of the Fund No.11/14 dated Rajab 29, 1396 AH corresponding to July 26, 1976 AD, with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan Agreements of the Fund being hereinafter called "**the General Conditions**").

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth, and the term "**Executing Agency**" means Water and Sanitation Corporation Development Limited, in charge of the execution of the Project or any agency designated by the Borrower.



-: 3 :-

ARTICLE II**The Loan**

Section 2.01. The Fund agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, a Loan in an amount of seventy-five million (75,000,000) Saudi Riyals.

Section 2.02. The Borrower shall be entitled to withdraw the amount from the Loan Account in accordance with the provisions of Schedule No.(1) to this Agreement, as such Schedule may be amended from time to time by agreement between the Fund and the Borrower, and in accordance with the Procedures for the Withdrawals of the Saudi Fund for Development Loans, for expenditures made (or, if the Fund shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

Section 2.03. The Borrower undertakes to apply the proceeds of the Loan exclusively to finance the reasonable cost of the goods and services required for the carrying out of the Project. The Procurement of such goods and services shall be in accordance with The Guidelines for the Procurement of Goods and Contracting for the Execution of Works and the Use of Consultants of the Development Institutions Members of the Coordination Group. The Borrower shall obtain the Fund's approval before awarding the contracts to be financed out of the proceeds of the Loan and before effecting any future essential modification on any of them.

Section 2.04. The Closing Date shall be **31 December 2028** or such later date as shall be determined by the Fund upon request by the Borrower. The Fund shall promptly notify the Borrower of such later date.

Section 2.05. The Borrower shall pay a Loan Charge at the rate of one and half percent (1.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.06. Loan Charge and other charges shall be payable semi-annually on 15 May and 15 November in each year.

Section 2.07. The term of the Loan shall be twenty (20) years including a five-year (5) grace period. The Borrower shall repay the principal amount of the Loan in accordance with the Amortization Schedule set forth in Schedule No. (3) to this Agreement.



ARTICLE III
Execution of the Project

Section 3.01. (a) The Borrower shall carry out the Project through the Executing Agency with due diligence and efficiency, and in conformity with appropriate administrative, financial and engineering practices and shall provide, promptly as needed, the funds, facilities, services and other resources required for the implementation of the Project.

(b) Without limiting the generality of Paragraph (a) of this Section, the Borrower shall : **(1)** make available promptly as needed, all other funds which shall be required for the carrying out of the Project (including any funds that may be required to meet any increase in the cost thereof beyond the estimated cost at the time of signing of this Agreement); all such sums have to be made available by the Borrower; **(2)** make adequate annual budgetary allocations to meet its share of the Project costs; and **(3)** support any additional costs exceeding the amount of the loan and necessary for the achievement of the Project.

Section 3.02. The Borrower shall cause the Executing Agency to furnish the Fund, promptly upon their preparation, the plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any essential modifications thereof or additions thereto in such details as the Fund shall reasonably request.

Section 3.03. In carrying out the Project, the Borrower shall cause the Executing Agency to employ competent and qualified contractors, upon terms and conditions acceptable to the Fund.

Section 3.04. In carrying out the Project, the Borrower shall cause the Executing Agency to employ competent and qualified suppliers, upon terms and conditions acceptable to the Fund.

Section 3.05. The Borrower shall cause the Executing Agency to ensure that the imported goods to be financed out of the proceeds of the Loan are insured against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance, any indemnity shall be payable in a currency freely useable by the Borrower to replace or repair such goods.

Section 3.06. The Borrower shall cause the Executing Agency to ensure that all goods financed out of the proceeds of the Loan shall be used exclusively for the project.



Section 3.07. The Borrower shall cause the Executing Agency to: (a) maintain adequate records to record and monitor the progress of the Project (including its cost), to identify the goods financed out of the proceeds of the Loan and to disclose their use in the Project; (b) enable the Fund's representatives, in coordination with the Borrower, to visit the facilities and construction sites included in the Project and to examine the goods and services financed out of the proceeds of the Loan and any relevant records and documents; and (c) furnish to the Fund all such information as the Fund shall request concerning the Project, the expenditure of the proceeds of the Loan, and the goods and services financed out of such proceeds.

Section 3.08. The Borrower shall cause the Executing Agency to take all such actions as shall be necessary to acquire as and when needed all such land and rights in respect of land as shall be required for carrying out the Project.

Section 3.09. The Borrower shall cause the Executing Agency to appoint a Project Implementation Unit which comprises elements that have high qualification and experience in all administrative and technical specialties necessary to coordinate and follow-up the activities of the execution of the Project.

ARTICLE IV **Particulaire Covenants**

Section 4.01. (a) The Borrower and the Fund confirm their agreement that no other external debt shall enjoy any priority over the Loan by way of a lien 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 any external debt, such lien will *ipso facto* and at no cost to the Fund equally and ratably secure the payment of the principal of the Loan, the Loan Charge and other charges on the Loan, and that in the creation of any such lien express provision will be made to that effect.

- (b) The undertaking provided for in Paragraph (a) of this Section shall not apply to :
- i) 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.

Section 4.02. The Borrower shall cause the Executing Agency to maintain adequate records to reflect in accordance with consistently maintained appropriate accounting practices, all the operations, resources and expenses in connection with the Project and relative to such other administrations and structures of the Borrower responsible of the Project execution.

Section 4.03. The Borrower shall cause the Executing Agency to take out and maintain insurance for the Project against such risks and in such amounts as shall be consistent with appropriate practice in accordance with the regulation in force in its country.

Section 4.04. The Borrower undertakes to cause the Executing Agency to make a Commemorative Plaque of suitable dimensions made of concrete or other suitable materials to be fixed in a conspicuous place in one of the facilities included in the Project, to show the contribution of the Fund in the financing of the Project.

Section 4.05. The Borrower undertakes to cause the Executing Agency to ensure the general maintenance of the Project by proceeding to periodical inspection in accordance with appropriate engineering principles and to preview the necessary appropriations for this effect in its annual budget. The Borrower undertakes to cause, also, to furnish to the Fund the adopted maintenance plan, as the Fund shall request, upon completion of the project.

Section 4.06. The Borrower undertakes to proceed with any essential modifications on the Project scope of work only under prior approval of the Fund.

Section 4.07. Promptly after completion of the Project, but in any event not later than six months after the closing date for withdrawals from the Loan or such later date as the Fund may agree for this purpose, the Borrower shall cause the Executing Agency to prepare and furnish to the Fund a Project Completion Report, in such a reasonable form and detail as the Fund shall request, on the execution and operation of the Project, its costs and the benefits derived and to be derived from it, the performance by the Borrower of its obligations under the Loan Agreement and the achievement of the purposes of the Loan.

ARTICLE V
Remedies of the Fund

Section 5.01. For the purposes of Section 6.02 of the General Conditions, the following additional events are specified pursuant to Paragraph (f) thereof:

(a) Subject to Sub-Section (b) of this Section:

- i) the right of the Borrower to withdraw the proceeds of any loan or grant 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 therefore, or
- ii) any such loan for the financing of the Project shall have become due and payable prior to the agreed maturity thereof.

(b) Sub-Section (a) of this Section shall not apply if the Borrower establishes to the satisfaction of the Fund that (i) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower to perform any of its obligation under such agreement, and (ii) adequate funds for the Project are available to the Borrower from other sources on the terms and conditions consistent with the obligations of the Borrower under this Agreement.

Section 5.02. For the purposes of Section 7.01 of the General Conditions, the following event is specified pursuant to paragraph (d) thereof, namely that the event specified in Sub-Section (a) (ii) of Section 5.01 of this Agreement shall occur and persist within a period exceeding sixty (60) days from the date at which the Fund advises the Borrower of the said event occurrence.

ARTICLE VI
Effectiveness Date - Termination

Section 6.01. The period of six months from the date of the signing of this Agreement is specified for the purposes of Section 12.04 of the General Conditions.

Section 6.02. The Original Legal Opinion Documents will be accepted in English or Translated to English or Arabic Language only.

ARTICLE VII
Representative of the Borrower, Addresses

Section 7.01. The Minister of Finance, Economic Planning of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purpose of Section 11.01 of the General Conditions:

FOR THE FUND:

The Saudi Fund for Development
P.O.Box 50483
Riyadh 11523
Kingdom of Saudi Arabia

Tel.:(+966-11-2794000)
Telefax: (+966-11-4647450)
E-mail: info@sfd.gov.sa

FOR THE BORROWER:

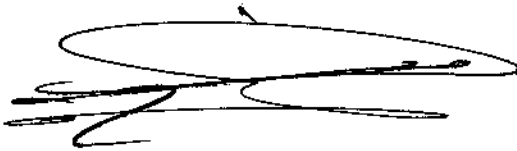
Ministry of Finance, Economic Planning
12 KN 3 AVE, Kigali
Republic of Rwanda
P.O Box: 185 Kigali-Rwanda
Tel: (+250) 252 575756
E-mail : info@minecofin.gov.rw

The Executing Agency:

Water And Sanitation Corporation Development Limited
KN4 AV 8, Centenary House, Nyarugenge District, Kigali City,
Republic of Rwanda
P.O Box: 2331 Kigali-Rwanda
Tel: (+250) 788 181 427
E-mail: wasac@wasac.rw

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names, as of the day, month and year first above written, in two counterparts in Arabic and two counterparts in English language, each of which shall be an original, and a copy of the General Conditions in the English language has been given to the Borrower.

FOR
The Saudi Fund for Development



BY _____
Sultan A. Almarshad
Chief Executive Officer

FOR
Republic of Rwanda



BY _____
Jeanine Munyeshuli
Minister of State in Charge of Public
Investment and Resource Mobilization



SCHEDULE NO.(1)
Withdrawal of the Proceeds of the Loan

- (A) The table below sets forth the categories of items to be financed out of the proceeds of the Loan, the allocation of the amount of the Loan to each category, and the percentage of expenditures for items so to be financed in each category:

Category		Amount of the Loan Allocated (Expressed in Saudi Riyals)	Percentage of Expenditures to be financed
1.	Civil works "Fourth Lot"	70,875,000	100% of the total expenditure
	Contingency	4,125,000	
TOTAL		75,000,000	

- (B) Notwithstanding the provisions of Paragraph (A) above, no withdrawal shall be made in respect of payments made for :-
- 1) Expenditures prior to the date of this Agreement.
 - 2) Taxes levied by, or in the territory of the Borrower on goods or services, or on the importation, manufacture, procurement or supply thereof.
- (C) Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in Paragraph (A) above, if the Fund has reasonably estimated that the amount of the Loan then allocated to the Category will be insufficient to finance the agreed percentage of all expenditures in that Category, the Fund may, by notice to the Borrower :
- 1) reallocate to such category, to the extent required to meet the estimated shortfall, proceeds of the Loan which is then allocated to another category and which in the opinion of the Fund is not needed to meet other expenditures; and
 - 2) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals under the category may continue until all expenditures there under shall have been made.

SCHEDULE NO.(2)
Description of the Project

The project aims to increase water production and access to drinkable water in the Kigali and Rwamagana regions by increasing water transportation and constructing new transmission pipes, increasing water storage capacity and building new reservoirs in several regions east of the capital Kigali, increasing water distribution networks in some areas and improving existing networks. After completion, the project will enable it to serve more than 500,000 people.

The project consists of the following components:

A) Civil Works: It is divided into (4) lots, as follow

•First Lot:

Expansion of water transport pipelines from the Kimichanga area reservoir to the Kigali region, extending water transport pipelines with a length of (2.5) km and a diameter of (315) mm, water transport pipes with a length of (7.6) km and a diameter of (400) mm, and water transport pipes with a length of (14.5) km and a diameter (500) millimeters in the Kigali and Kimichanga regions

•Second Lot:

Construction of a water pumping station in the Kimichanga area and water transmission pipelines in the city of Muyumbu, with a length of (23.6) km and a diameter of (225) mm, and water transmission pipelines with a length of (8.1) km and a diameter of (315) mm in the town of Gahengeri. Also, constructing water transmission pipelines from Rusororo and Kabuga, (21.8) km long and (315) mm in diameter.

•Third Lot: Extending water distribution pipelines with a length of (195.7) km and diameters ranging between (50-110) mm in Ndera town and constructing four water tanks with a capacity of (100) cubic meters, one tank with a capacity of (500) cubic meters, and two tanks with a capacity of (2000) cubic meters in Rusororo city. Extending water distribution pipelines with a length of (232.5) km and diameters ranging from (50 - 110) mm. Construct seven water tanks with a capacity of (100) cubic meters, two tanks with a capacity of (500) cubic meters, and water distribution pipelines with a length of (55.2) and diameters ranging between (50 - 110) mm in the town of Muyumbu. Construction of seven water tanks with a capacity of (100) cubic meters, two tanks with a capacity of (500) cubic meters, and water distribution pipelines with a length of (61) and diameters ranging from (50 - 110) millimeters in the town of Gahengeri. Construction of seven water tanks with a capacity of (100) cubic meters, two tanks with a capacity of (500) cubic meters, and water distribution pipelines with a length of (54.2) and diameters ranging between (50 - 110) millimeters in the town of Nyakariro.

•**Fourth Lot:** Extending pipelines for water transmission from the Karenge region to the Rwamagana region, as well as construction of water transmission pipelines with a length of (26.2) km and a diameter of (500) mm, water transmission pipelines with a length of (11.4) and a diameter of (400) mm, and water transmission pipelines with a length of (0.4) km and a diameter of (250) mm from Karenge area to Rwamagana area.

Construction of two water tanks with a capacity of 2,500 cubic meters in Bihembe and Gahengeri. Also, construction of one water tank with a capacity of (1,000) cubic meters in Musha. Construction of water pumping station in Bihembe.

The Saudi Fund for Development will contribute to financing the fourth lot only. Moreover, the dimensions (sizes and lengths) of pipes in the lots will be confirmed by the updated study.

D) Consultancy Services: include the following:

preparing studies and tender documents, as well as supervising project implementation work.

E) The Project Implementation Unit: include the following:

It includes operational expenses, office furniture, and purchase cars for the project implementation unit..

F) Contingency:

This item includes making reserves, because it may occur in an increase in quantities or an increase in international prices in materials and logistics.

G) Land Compensation and Taxes:

Government of Rwanda will allocate amount for land compensation and taxes.

* * * * *

The total cost of the project is (111) Million US dollar, which is equal to (416.25) Million Saudi Riyals, and it is expected to be completed by the end of 2027.

SCHEDULE NO.(3)
Amortization Schedule

Installment No.	Date of Payment	Amount of Installment (Expressed in Saudi Riyals)
1.	15/11/2028	2,500,000
2.	15/05/2029	2,500,000
3.	15/11/2029	2,500,000
4.	15/05/2030	2,500,000
5.	15/11/2030	2,500,000
6.	15/05/2031	2,500,000
7.	15/11/2031	2,500,000
8.	15/05/2032	2,500,000
9.	15/11/2032	2,500,000
10.	15/05/2033	2,500,000
11.	15/11/2033	2,500,000
12.	15/05/2034	2,500,000
13.	15/11/2034	2,500,000
14.	15/05/2035	2,500,000
15.	15/11/2035	2,500,000
16.	15/05/2036	2,500,000
17.	15/11/2036	2,500,000
18.	15/05/2037	2,500,000
19.	15/11/2037	2,500,000
20.	15/05/2038	2,500,000
21.	15/11/2038	2,500,000
22.	15/05/2039	2,500,000
23.	15/11/2039	2,500,000
24.	15/05/2040	2,500,000
25.	15/11/2040	2,500,000
26.	15/05/2041	2,500,000
27.	15/11/2041	2,500,000
28.	15/05/2042	2,500,000
29.	15/11/2042	2,500,000
30.	15/05/2043	2,500,000
TOTAL		75,000,000

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 005/2024 ryo ku wa 17/01/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigega cya Arabiya Sawudite Gitsura Amajyambere na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi n'eshanu z'Amariyali ya Arabiya Sawudite (75.000.000 SAR) igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023	Seen to be annexed to Law n° 005/2024 of 17/01/2024 approving the ratification of the Loan Agreement between the Saudi Fund for Development and the Republic of Rwanda, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the expansion of transmission and distribution water system in East of Kigali project, signed in Riyadh, Saudi Arabia, on 09 November 2023	Vu pour être annexé à Loi n° 005/2024 du 17/01/2024 approuvant la ratification de l'Accord de prêt entre le Fonds Saoudien de Développement et la République du Rwanda, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le projet d'expansion du système de transmission et de distribution d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023
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Kigali, 17/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEKA RYA PEREZIDA N° 003/01 RYO KU WA 22/01/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 21.200.000) IGENEWE KWAGURA UMUSHINGA WA KARENGE WO GUKWIRAKWIZA AMAZI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	PRESIDENTIAL ORDER N° 003/01 OF 22/01/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY-ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD 21,200,000) FOR THE EXPANSION OF KARENGE WATER SUPPLY PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 003/01 DU 22/01/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT ET UN MILLIONS DEUX CENT MILLE DOLLARS AMÉRICAINS (21.200.000 USD) POUR L'EXPANSION DU PROJET D'APPROVISIONNEMENT EN EAU DE KARENGE, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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<u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté
<u>Ingingo ya 3:</u> Ingingo y'ururimi	<u>Article 3:</u> Language provision	<u>Article 3 :</u> Disposition linguistique
<u>Ingingo ya 4:</u> Gutangira gukurikizwa	<u>Article 4:</u> Entry into force	<u>Article 4 :</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 003/01 RYO KU WA 22/01/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 21.200.000) IGENEWE KWAGURA UMUSHINGA WA KARENGE WO GUKWIRAKWIZA AMAZI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	PRESIDENTIAL ORDER N° 003/01 OF 22/01/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY-ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD 21,200,000) FOR THE EXPANSION OF KARENGE WATER SUPPLY PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 003/01 DU 22/01/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT ET UN MILLIONS DEUX CENT MILLE DOLLARS AMÉRICAINS (21.200.000 USD) POUR L'EXPANSION DU PROJET D'APPROVISIONNEMENT EN EAU DE KARENGE, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 004/2024 ryo ku wa 17/01/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC, yerekeranye	Pursuant to Law n° 004/2024 of 17/01/2024 approving the ratification of the Loan Agreement between the Republic of Rwanda and the OPEC Fund for International Development, relating to the loan of twenty-one million and two hundred thousand	Vu la Loi n° 004/2024 du 17/01/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds OPEP pour le Développement International, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD)

n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri z'Amadolari y'Abanyamerika (21.200.000 USD) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023; Tumaze kubona Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri z'Amadolari y'Abanyamerika (21.200.000 USD) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE:	American Dollars (USD 21,200,000) for the expansion of Karenge water supply project, signed in Riyadh, Saudi Arabia, on 09 November 2023; Considering the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty-one million two hundred thousand United States Dollars (USD 21,200,000) for the expansion of Karenge water supply project, signed in Riyadh, Saudi Arabia, on 09 November 2023; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER:	pour l'expansion du projet d'approvisionnement en eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023 ; Considérant l'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD) pour l'expansion du projet d'approvisionnement en eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023 ; Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; AVONS ARRÊTÉ :
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<u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri z'Amadolari y'Abanyamerika (21.200.000 USD) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza.	<u>Article One: Ratification</u> The Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty-one million two hundred thousand United States Dollars (USD 21,200,000) for the expansion of Karenge water supply project, signed in Riyadh, Saudi Arabia, on 09 November 2023, annexed to this Order, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, and the Minister of Infrastructure are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article premier : Ratification</u> L'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD) pour l'expansion du projet d'approvisionnement en eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, et le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté. <u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
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<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4 : Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 22/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 003/01 RYO KU WA 22/01/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (USD 21.200.000) IGENEWE KWAGURA UMUSHINGA WA KARENGE WO GUKWIRAKWIZA AMAZI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	ANNEX TO PRESIDENTIAL ORDER N° 003/01 OF 22/01/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY-ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD 21,200,000) FOR THE EXPANSION OF KARENGE WATER SUPPLY PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 003/01 DU 22/01/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT ET UN MILLIONS DEUX CENT MILLE DOLLARS AMÉRICAINS (21.200.000 USD) POUR L'EXPANSION DU PROJET D'APPROVISIONNEMENT EN EAU DE KARENGE, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CY'ITERAMBERE MPUZAMAHANGA CY'UMURYANGO OPEC NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ABIRI Z'AMADOLARI Y'ABANYAMERIKA (21.200.000 USD) IGENEWE KWAGURA UMUSHINGA WA KARENGE WO GUKWIRAKWIZA AMAZI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	LOAN AGREEMENT BETWEEN THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TWENTY-ONE MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD 21,200,000) FOR THE EXPANSION OF KARENGE WATER SUPPLY PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ACCORD DE PRÊT ENTRE LE FONDS OPEP POUR LE DÉVELOPPEMENT INTERNATIONAL ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE VINGT ET UN MILLIONS DEUX CENT MILLE DOLLARS AMÉRICAINS (21.200.000 USD) POUR L'EXPANSION DU PROJET D'APPROVISIONNEMENT EN EAU DE KARENGE, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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LOAN NO. 15713P

EXPANSION OF KARENGE WATER SUPPLY
PROJECT

LOAN AGREEMENT

BETWEEN

THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT

AND

THE REPUBLIC OF RWANDA

DATED

NOVEMBER 9, 2023

The OPEC Fund for International Development

AGREEMENT dated November 9, 2023 between the OPEC Fund for International Development ("OPEC Fund") and the Republic of Rwanda ("Borrower").

Whereas, the Borrower has requested a loan from the OPEC Fund for part financing of the Project described in Schedule 1; and

Whereas, the OPEC Fund has approved a loan to the Borrower in the amount of twenty-one million and two hundred thousand Dollars (\$21,200,000) upon the terms and conditions set forth hereinafter ("Loan").

Now, therefore, the parties to this Loan Agreement ("Agreement") hereby agree as follows:

Article 1

GENERAL CONDITIONS; DEFINITIONS

1.01 The General Conditions attached hereto shall constitute an integral part of this Agreement.

1.02 In addition to the terms defined in the preamble, the following terms and expressions shall have the following meanings or, where they duplicate terms and expressions in the General Conditions, the following specific meanings:

- (a) "Authorized Representative" of the Borrower means its Minister of Finance and Economic Planning;
- (b) "Closing Date" means December 31, 2027;
- (c) "Date of Repayment" means the date of each semi-annual repayment of the Loan as set forth in Schedule 3;
- (d) "Dollar" and the sign "\$" mean and refer to the lawful currency of the United States of America;
- (e) "Eligible Expenditure Commencement Date" means September 14, 2023;
- (f) "Executing Agency" means the Borrower's Ministry of Infrastructure, through the Water and Sanitation Corporation Development Ltd.;

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- (g) "General Conditions" means the General Conditions Applicable to Public Sector Loan Agreements, June 2019; and
- (h) "Grace Period" means the period beginning on the Date of the Agreement and ending five (5) years from that date.

* * *

Article 2 THE LOAN

2.01 The OPEC Fund agrees to lend to the Borrower and the Borrower agrees to borrow from the OPEC Fund the Loan in the amount of twenty-one million and two hundred thousand Dollars (\$21,200,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and seventy-five hundredths per cent (1.75%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a commitment fee at the rate of half of one per cent (0.5%) per annum on the unwithdrawn amount of the Loan, which fee shall begin to accrue sixty (60) days from the Date of the Agreement and shall be payable in the first instance within ninety (90) days from the Date of Effectiveness. For the avoidance of doubt, no commitment fee shall be payable if the Agreement is terminated for failure to become effective.

2.04 Interest and commitment fee (except the first payment, which shall be made as stipulated in Section 2.03) shall be paid semi-annually on May 15 and November 15 in each year into the OPEC Fund Account.

2.05 The Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to the OPEC Fund in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall commence immediately following the end of the Grace Period and shall be effected in thirty (30) semi-annual instalments each in an amount determined by the OPEC Fund as specified in Schedule 3 (AMORTIZATION) for the respective Date of Repayment.

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* * *

Article 3 EFFECTIVENESS

3.01 This Agreement shall enter into force and effect in accordance with Section 3.02 upon receipt by the OPEC Fund of:

(a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower; and

(b) a certificate issued by the Minister of Justice or the Attorney General or any other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

3.02 As soon as possible after the conditions specified in Section 3.01 have been satisfactorily fulfilled, this Agreement shall enter into full force and effect on the Date of Effectiveness.

3.03 If this Agreement does not become effective within one hundred and eighty (180) days after the Date of the Agreement, the Agreement and all obligations of the parties hereunder shall terminate, unless the OPEC Fund, after consideration of the reasons for the delay, establishes a later date for the purposes of this Section.

* * *

The OPEC Fund for International Development

Article 4 ADDRESSES

4.01 The parties' addresses are as specified below:

For the OPEC Fund:

The OPEC Fund for International Development
Parkring 8
A-1010 Vienna
AUSTRIA
Facsimile: (++43-1) 513 92 38

For the Borrower:

Ministry of Finance and Economic Planning
PO BOX 158
Kigali
RWANDA
Facsimile: (+250) 252577581
E-mail: info@minecofin.gov.rw

* * *

The OPEC Fund for International Development

LOAN NO. 15713P

IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered in Riyadh, Saudi Arabia in two counterparts in the English language, each considered an original and both to the same and one effect as of the day and year first above written.

FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT:

Signature:



Name: Dr. Abdulhamid Alkhalifa

Title: Director-General

FOR THE BORROWER:

Signature:



Name: HE Jeanine Munyeshuli

Title: Minister of State in charge of Public Investment and Resource Mobilization

* * *

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REPUBLIC OF RWANDA EXPANSION OF KARENJE WATER SUPPLY PROJECT

SCHEDULE 1 PROJECT DESCRIPTION

1.01 The Project aims to increase access to safe water supply services in the City of Kigali and Rwamagana District. The specific objective of the Project is to invest in transformative and resilient infrastructure and sustainable systems in order to meet the current and future demand for water supply services and industrial use in the target areas.

2.01 The Project's objectives will be achieved through the implementation of the following four components:

A. Civil Works:

This component shall finance the construction of a new water treatment plant and new forwarding infrastructure for water transmission, including pumping stations and water tanks. The transmission mains from Karengé to the City of Kigali (ranging from 200 to 700 mm in diameter) shall be approximately 78 km long, and from Karengé to Rwamagana Town approximately 38 km long. This component shall further include the construction of a 598 km long water distribution network, with distribution reservoirs in the Karengé to the City of Kigali area, and 333 km in the Karengé to Rwamagana Town area. The specific activities under this component shall be as follows:

(a) *Rehabilitation of intake facility and water treatment plant expansion, comprising the following sub-components:*

- (i) rehabilitation of raw water transmission pipes;
- (ii) reallocation of the pump house and upgrading the capacity of pumps and motors;
- (iii) expansion of water treatment plant capacity from approximately 12,000 m³/day to 48,000 m³/day (including construction of intake pumps, filtration basins, treatment facilities, clearwater reservoirs and pumps); and
- (iv) construction of transmission pipelines from Karengé water treatment plant to Kimichanga reservoir.

(b) *Expansion of transmission and distribution systems, comprising of the following sub-components:*

- (i) expansion of a water transmission pipeline from Kimichanga reservoir to City of Kigali, including the construction of transmission pipelines with the total length of 24.6 km;

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- (ii) construction of the Kimichanga Pumping Station and transmission systems to Rwamagana District (Muyumbu and Gahengeri), comprising approximately 31.7km of transmission pipelines, as well as an additional 21.8 km of transmissison pipelines from Rusoro to Rwamagana;
- (iii) construction of 34 distribution reservoirs, and distribution pipelines with the total length of 598.6 km in Ndera, Rusororo, Gahengeri, Muyumbu and Nyakaliro sectors;
- (iv) construction of distribution reservoirs and water transmission pipelines from Karengé to Rwamagana, including 38 km of transmission pipes, and water reservoirs (3 in total) in Bihembe, Gahengeri and Musha, as well as the construction of a booster pump station.

B. Consultancy Services:

This component shall finance the review of the existing detailed design for the works in the Karengé to Rwamagana Town area, and the preparation of detailed design for the water transmission pipeline expansion from Kimichanga reservoir to the City of Kigali, the Kimichanga Pumping Station, and the transmission systems to Rwamagana Districts. The design for the distribution network and reservoirs, as well as the preparation of tender documents and construction supervision shall also be financed by this component. This component shall further include an update of the Environmental and Social Impact Assessment.

C. Project Management:

This component shall include the cost of the Project implementation unit (PIU) established within the Executing Agency.

D. Land Acquisition:

This component shall finance the acquisition of land for the water treatment plant, the pumping stations, and water tanks (reservoirs), as well as compensation for economic losses arising due to construction works.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA EXPANSION OF KARENJE WATER SUPPLY PROJECT

SCHEDULE 2 LOAN ALLOCATION

1. Unless otherwise agreed between the Borrower and the OPEC Fund, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
<u>A. Civil Works</u>		
(a) Rehabilitation of intake facility and water treatment plant expansion		
(b) Expansion of transmission and distribution systems		
(c) Water transmission pipeline (Kimichanga reservoir - City of Kigali)		
(d) Kimichanga pumping station and transmission systems to Rwamagana Districts		
(e) Construction of distribution reservoirs and distribution pipelines	14,180,000	100
(f) Water transmission from Karengé to Rwamagana		
<u>B. Consultancy Services</u>	4,600,000	100
<u>C. Project Management</u>		
<u>D. Land Acquisition</u>		
Contingencies	2,420,000	15
Total	21,200,000	

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2. Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in paragraph 1 above, if the OPEC Fund has reasonably estimated that the amount of the Loan then allocated to any component will be insufficient to finance the agreed percentage of all expenditures in that component, the OPEC Fund may, by notice to the Borrower: (i) reallocate to such component, to the extent required to meet the estimated shortfall, proceeds of the Loan which are then allocated to another component and which in the opinion of the OPEC Fund are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of such component may continue until all expenditures thereunder shall have been made.

* * *

The OPEC Fund for International Development

REPUBLIC OF RWANDA EXPANSION OF KARENGE WATER SUPPLY PROJECT

SCHEDULE 3 AMORTIZATION

1. The following table sets forth the Dates of Repayment of the Loan and the percentage of the principal amount of the Loan due and payable ("Amount Due") on each Date of Repayment. If the proceeds of the Loan have been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined by the OPEC Fund by multiplying: (a) the total amount of the Loan withdrawn and outstanding as of the first Date of Repayment; by (b) the percentage of the Amount Due specified below for each Date of Repayment.

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> (Expressed in Percentage)
1	November 15, 2028	3.33
2	May 15, 2029	3.33
3	November 15, 2029	3.33
4	May 15, 2030	3.33
5	November 15, 2030	3.33
6	May 15, 2031	3.33
7	November 15, 2031	3.33
8	May 15, 2032	3.33
9	November 15, 2032	3.33
10	May 15, 2033	3.33
11	November 15, 2033	3.33
12	May 15, 2034	3.33
13	November 15, 2034	3.33
14	May 15, 2035	3.33
15	November 15, 2035	3.33
16	May 15, 2036	3.33
17	November 15, 2036	3.33
18	May 15, 2037	3.33
19	November 15, 2037	3.33
20	May 15, 2038	3.33
21	November 15, 2038	3.33
22	May 15, 2039	3.33
23	November 15, 2039	3.33
24	May 15, 2040	3.33
25	November 15, 2040	3.33
26	May 15, 2041	3.33
27	November 15, 2041	3.33
28	May 15, 2042	3.33
29	November 15, 2042	3.33
30	May 15, 2043	3.43
Total		100

The OPEC Fund for International Development

2. In the event that the Loan proceeds have not been fully withdrawn as of the first Date of Repayment, the principal amount of the Loan repayable by the Borrower on each Date of Repayment shall be determined as follows:

(a) To the extent that any amount of the Loan proceeds has been withdrawn as of the first Date of Repayment, the Borrower shall repay the Loan amount withdrawn and outstanding as of the first Date of Repayment in accordance with paragraph 1 above.

(b) Any withdrawal made after the first Date of Repayment shall be repaid on each Date of Repayment falling after the date of such withdrawal in amounts determined by the OPEC Fund as follows: amount of the withdrawal multiplied by a fraction, the numerator of which shall be the instalment percentage specified in the table in paragraph 1 above for such Date of Repayment and the denominator of which shall be the sum of all remaining instalment percentages for Dates of Repayment falling on and after such date.

3. Withdrawals made within sixty-five (65) calendar days prior to any Date of Repayment shall, for the purposes solely of calculating the amount of the Loan payable on any Date of Repayment, be treated as withdrawn and outstanding on the date immediately following such Date of Repayment. Notwithstanding the treatment herein, interest and commitment fee shall begin to accrue on the respective value dates on which such withdrawals shall have been made.

* * *

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 003/01 ryo ku wa 22/01/2024 ryemeza burundu Amasezerano y'inguzanyo hagati y'Ikigega cy'Iterambere Mpuzamahanga cy'Umuryango OPEC na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni makumyabiri n'imwe n'ibihumbi magana abiri z'Amadolari y'Abanyamerika (USD 21.200.000) igenewe kwagura umushinga wa Karenge wo gukwirakwiza amazi, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023	Seen to be annexed to Presidential Order n° 003/01 of 22/01/2024 ratifying the Loan Agreement between the OPEC Fund for International Development and the Republic of Rwanda, relating to the loan of twenty-one million two hundred thousand United States Dollars (USD 21,200,000) for the expansion of Karenge water supply project, signed in Riyadh, Saudi Arabia, on 09 November 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 003/01 du 22/01/2024 ratifiant l'Accord de prêt entre le Fonds OPEP pour le Développement International et la République du Rwanda, relatif au prêt de vingt et un millions deux cent mille Dollars Américains (21.200.000 USD) pour l'expansion du projet d'approvisionnement en eau de Karenge, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023
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Kigali, 22/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEKA RYA PEREZIDA N° 004/01 RYO KU WA 22/01/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (SAR 75.000.000) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	PRESIDENTIAL ORDER N° 004/01 OF 22/01/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE SAUDI FUND FOR DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 004/01 DU 22/01/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS SAOUDIEN DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
<u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y'ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	<u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	<u>TABLE DES MATIÈRES</u> <u>Article premier :</u> Ratification <u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3 :</u> Disposition linguistique <u>Article 4 :</u> Entrée en vigueur

ITEKARYA PEREZIDA N° 004/01 RYO KU WA 22/01/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (SAR 75.000.000) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	PRESIDENTIAL ORDER N° 004/01 OF 22/01/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE SAUDI FUND FOR DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 004/01 DU 22/01/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS SAOUDIEN DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 005/2024 ryo ku wa 17/01/2024 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega cya Arabiya Sawudite Gitsura Amajyambere, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi	Pursuant to Law n° 005/2024 of 17/01/2024 approving the ratification of the Loan Agreement between the Republic of Rwanda and the Saudi Fund for Development, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the expansion of	Vu la Loi n° 005/2024 du 17/01/2024 approuvant la ratification de l'Accord de prêt entre la République du Rwanda et le Fonds Saoudien de Développement, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le projet

n'eshanu z'Amariyali ya Arabiya Sawudite (SAR 75.000.000) igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023; Tumaze kubona Amasezerano y'inguzanyo hagati y'Ikigega cya Arabiya Sawudite Gitsura Amajyambere na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi n'eshanu z'Amariyali ya Arabiya Sawudite (SAR 75.000.000) igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'inguzanyo hagati y'Ikigega cya Arabiya Sawudite Gitsura Amajyambere na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi	transmission and distribution water system in East of Kigali project, signed in Riyadh, Saudi Arabia, on 09 November 2023; Considering the Loan Agreement between the Saudi Fund for Development and the Republic of Rwanda, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the expansion of transmission and distribution water system in East of Kigali project, signed in Riyadh, Saudi Arabia, on 09 November 2023; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Loan Agreement between the Saudi Fund for Development and the Republic of Rwanda, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the	d'expansion du système de transmission et de distribution d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023 ; Considérant l'Accord de prêt entre le Fonds Saoudien de Développement et la République du Rwanda, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le projet d'expansion du système de transmission et de distribution d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023 ; Sur proposition du Ministre des Finances et de la Planification Économique ; Après examen et adoption par le Conseil des Ministres ; AVONS ARRÊTÉ : <u>Article premier : Ratification</u> L'Accord de prêt entre le Fonds Saoudien de Développement et la République du Rwanda, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le
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n'eshanu z'Amariyali ya Arabiya Sawudite (SAR 75.000.000) igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	expansion of transmission and distribution water system in East of Kigali project, signed in Riyadh, Saudi Arabia, on 09 November 2023, annexed to this Order, is ratified and becomes fully effective.	projet d'expansion du système de transmission et de distribution d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
<u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.	<u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, and the Minister of Infrastructure are entrusted with the implementation of this Order.	<u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Finances et de la Planification Économique, et le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza.	<u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4 : Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 22/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 004/01 RYO KU WA 22/01/2024 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (SAR 75.000.000) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	ANNEX TO PRESIDENTIAL ORDER N° 004/01 OF 22/01/2024 RATIFYING THE LOAN AGREEMENT BETWEEN THE SAUDI FUND FOR DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 004/01 DU 22/01/2024 RATIFIANT L'ACCORD DE PRÊT ENTRE LE FONDS SAOUDIEN DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGEGA CYA ARABIYA SAWUDITE GITSURA AMAJYAMBERE NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO YA MILIYONI MIRONGO IRINDWI N'ESHANU Z'AMARIYALI YA ARABIYA SAWUDITE (SAR 75.000.000) IGENEWE UMUSHINGA WO KWAGURA UBURYO BWO GUTWARA NO GUKWIRAKWIZA AMAZI MU BURASIRAZUBA BWA KIGALI, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 09 UGUSHYINGO 2023	LOAN AGREEMENT BETWEEN THE SAUDI FUND FOR DEVELOPMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVENTY-FIVE MILLION SAUDI RIYALS (SAR 75,000,000) FOR THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER SYSTEM IN EAST OF KIGALI PROJECT, SIGNED IN RIYADH, SAUDI ARABIA, ON 09 NOVEMBER 2023	ACCORD DE PRÊT ENTRE LE FONDS SAOUDIEN DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SOIXANTE-QUINZE MILLIONS DE RIYALS SAOUDIENS (75.000.000 SAR) POUR LE PROJET D'EXPANSION DU SYSTÈME DE TRANSMISSION ET DE DISTRIBUTION D'EAU À L'EST DE KIGALI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 09 NOVEMBRE 2023
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P . O . Pox 50483 Riyadh 11523
Kingdom of Saudi Arabia

LOAN AGREEMENT

**THE EXPANSION OF TRANSMISSION AND DISTRIBUTION WATER
SYSTEM IN EAST OF KIGALI PROJECT**

BETWEEN

THE SAUDI FUND FOR DEVELOPMENT

AND

REPUBLIC OF RWANDA

LOAN NO.: 13/8 | 7

SIGNED ON: 25/04/1445 A.H.

CORRESPONDING TO: 09/11/2023 A.D.



LOAN AGREEMENT

Agreement dated 25/04/1445 A.H corresponding to 09/11/2023 A.D.

between

- 1) THE SAUDI FUND FOR DEVELOPMENT, Riyadh, Kingdom of Saudi Arabia (hereinafter called "**the Fund**"),

and

- 2) REPUBLIC OF RWANDA (hereinafter called "**the Borrower**").

PREAMBLE

WHEREAS:

- (A) the Borrower has requested the Fund to grant it a Loan to assist in the financing of The Expansion of Transmission and Distribution Water System In East Of Kigali project described in Schedule No. (2) to this Agreement (hereinafter called "**the Project**").
- (B) WHEREAS the Borrower has allocated an amount of twenty-four million eight Hundred thousand (24,800,000) U.S. Dollars for financing part of the Project.
- (C) WHEREAS the Borrower has obtained from the Abu Dhabi Fund (hereinafter referred to as **the Abu Dhabi Fund**) a Loan in an amount of (25,000,000) U.S. Dollars to assist in the financing of the project on accordance with terms and conditions of the loan agreement concluded between the Borrower and the Abu Dhabi Fund (hereinafter referred to as **the Abu Dhabi Fund Loan Agreement**);
- (D) WHEREAS the Borrower has obtained from the OPEC Fund for International Development (hereinafter referred to as **OPEC FUND**) a Loan in an amount of (21,200,000) U.S. Dollars to assist in the financing of the project on accordance with terms and conditions of the loan agreement concluded between the Borrower and the OPEC FUND (hereinafter referred to as **OPEC FUND Loan Agreement**);
- (E) WHEREAS the Borrower has obtained from Arab bank for economic development in Africa (hereinafter referred to as **Arab bank**) a Loan in an amount of (20,000,000) U.S. Dollars to assist in the financing of the project on accordance with terms and conditions of the loan agreement concluded between the Borrower and the Arab bank (hereinafter referred to as **Arab bank Loan Agreement**);

- (F) the purpose of the Fund is to assist developing countries to develop their economies and to provide them with loans required for the implementation of their development projects and programs.
- (G) the Fund is convinced of the importance of the Project and its beneficial effects for the economic and social development of the friendly people of the Republic of Rwanda.
- (H) the Board of Directors of the Fund has agreed, in view of the foregoing, by its Resolution No 1/1445/19 to grant the Borrower a Loan upon the terms and conditions hereinafter set forth.

* * * * *

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I
General Conditions; Definitions

Section 1.01. The parties to this Agreement accept all the provisions of the General Conditions Applicable to Loan Agreements of the Fund, issued by Resolution of the Board of Directors of the Fund No.11/14 dated Rajab 29, 1396 AH corresponding to July 26, 1976 AD, with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan Agreements of the Fund being hereinafter called "**the General Conditions**").

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth, and the term "**Executing Agency**" means Water and Sanitation Corporation Development Limited, in charge of the execution of the Project or any agency designated by the Borrower.



-: 3 :-

ARTICLE II**The Loan**

Section 2.01. The Fund agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, a Loan in an amount of seventy-five million (75,000,000) Saudi Riyals.

Section 2.02. The Borrower shall be entitled to withdraw the amount from the Loan Account in accordance with the provisions of Schedule No.(1) to this Agreement, as such Schedule may be amended from time to time by agreement between the Fund and the Borrower, and in accordance with the Procedures for the Withdrawals of the Saudi Fund for Development Loans, for expenditures made (or, if the Fund shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

Section 2.03. The Borrower undertakes to apply the proceeds of the Loan exclusively to finance the reasonable cost of the goods and services required for the carrying out of the Project. The Procurement of such goods and services shall be in accordance with The Guidelines for the Procurement of Goods and Contracting for the Execution of Works and the Use of Consultants of the Development Institutions Members of the Coordination Group. The Borrower shall obtain the Fund's approval before awarding the contracts to be financed out of the proceeds of the Loan and before effecting any future essential modification on any of them.

Section 2.04. The Closing Date shall be **31 December 2028** or such later date as shall be determined by the Fund upon request by the Borrower. The Fund shall promptly notify the Borrower of such later date.

Section 2.05. The Borrower shall pay a Loan Charge at the rate of one and half percent (1.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.06. Loan Charge and other charges shall be payable semi-annually on 15 May and 15 November in each year.

Section 2.07. The term of the Loan shall be twenty (20) years including a five-year (5) grace period. The Borrower shall repay the principal amount of the Loan in accordance with the Amortization Schedule set forth in Schedule No. (3) to this Agreement.



ARTICLE III
Execution of the Project

Section 3.01. (a) The Borrower shall carry out the Project through the Executing Agency with due diligence and efficiency, and in conformity with appropriate administrative, financial and engineering practices and shall provide, promptly as needed, the funds, facilities, services and other resources required for the implementation of the Project.

(b) Without limiting the generality of Paragraph (a) of this Section, the Borrower shall : **(1)** make available promptly as needed, all other funds which shall be required for the carrying out of the Project (including any funds that may be required to meet any increase in the cost thereof beyond the estimated cost at the time of signing of this Agreement); all such sums have to be made available by the Borrower; **(2)** make adequate annual budgetary allocations to meet its share of the Project costs; and **(3)** support any additional costs exceeding the amount of the loan and necessary for the achievement of the Project.

Section 3.02. The Borrower shall cause the Executing Agency to furnish the Fund, promptly upon their preparation, the plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and any essential modifications thereof or additions thereto in such details as the Fund shall reasonably request.

Section 3.03. In carrying out the Project, the Borrower shall cause the Executing Agency to employ competent and qualified contractors, upon terms and conditions acceptable to the Fund.

Section 3.04. In carrying out the Project, the Borrower shall cause the Executing Agency to employ competent and qualified suppliers, upon terms and conditions acceptable to the Fund.

Section 3.05. The Borrower shall cause the Executing Agency to ensure that the imported goods to be financed out of the proceeds of the Loan are insured against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance, any indemnity shall be payable in a currency freely useable by the Borrower to replace or repair such goods.

Section 3.06. The Borrower shall cause the Executing Agency to ensure that all goods financed out of the proceeds of the Loan shall be used exclusively for the project.

Section 3.07. The Borrower shall cause the Executing Agency to: (a) maintain adequate records to record and monitor the progress of the Project (including its cost), to identify the goods financed out of the proceeds of the Loan and to disclose their use in the Project; (b) enable the Fund's representatives, in coordination with the Borrower, to visit the facilities and construction sites included in the Project and to examine the goods and services financed out of the proceeds of the Loan and any relevant records and documents; and (c) furnish to the Fund all such information as the Fund shall request concerning the Project, the expenditure of the proceeds of the Loan, and the goods and services financed out of such proceeds.

Section 3.08. The Borrower shall cause the Executing Agency to take all such actions as shall be necessary to acquire as and when needed all such land and rights in respect of land as shall be required for carrying out the Project.

Section 3.09. The Borrower shall cause the Executing Agency to appoint a Project Implementation Unit which comprises elements that have high qualification and experience in all administrative and technical specialties necessary to coordinate and follow-up the activities of the execution of the Project.

ARTICLE IV **Particulaire Covenants**

Section 4.01. (a) The Borrower and the Fund confirm their agreement that no other external debt shall enjoy any priority over the Loan by way of a lien 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 any external debt, such lien will *ipso facto* and at no cost to the Fund equally and ratably secure the payment of the principal of the Loan, the Loan Charge and other charges on the Loan, and that in the creation of any such lien express provision will be made to that effect.

- (b) The undertaking provided for in Paragraph (a) of this Section shall not apply to :
- i) 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.

Section 4.02. The Borrower shall cause the Executing Agency to maintain adequate records to reflect in accordance with consistently maintained appropriate accounting practices, all the operations, resources and expenses in connection with the Project and relative to such other administrations and structures of the Borrower responsible of the Project execution.

Section 4.03. The Borrower shall cause the Executing Agency to take out and maintain insurance for the Project against such risks and in such amounts as shall be consistent with appropriate practice in accordance with the regulation in force in its country.

Section 4.04. The Borrower undertakes to cause the Executing Agency to make a Commemorative Plaque of suitable dimensions made of concrete or other suitable materials to be fixed in a conspicuous place in one of the facilities included in the Project, to show the contribution of the Fund in the financing of the Project.

Section 4.05. The Borrower undertakes to cause the Executing Agency to ensure the general maintenance of the Project by proceeding to periodical inspection in accordance with appropriate engineering principles and to preview the necessary appropriations for this effect in its annual budget. The Borrower undertakes to cause, also, to furnish to the Fund the adopted maintenance plan, as the Fund shall request, upon completion of the project.

Section 4.06. The Borrower undertakes to proceed with any essential modifications on the Project scope of work only under prior approval of the Fund.

Section 4.07. Promptly after completion of the Project, but in any event not later than six months after the closing date for withdrawals from the Loan or such later date as the Fund may agree for this purpose, the Borrower shall cause the Executing Agency to prepare and furnish to the Fund a Project Completion Report, in such a reasonable form and detail as the Fund shall request, on the execution and operation of the Project, its costs and the benefits derived and to be derived from it, the performance by the Borrower of its obligations under the Loan Agreement and the achievement of the purposes of the Loan.

ARTICLE V
Remedies of the Fund

Section 5.01. For the purposes of Section 6.02 of the General Conditions, the following additional events are specified pursuant to Paragraph (f) thereof:

(a) Subject to Sub-Section (b) of this Section:

- i) the right of the Borrower to withdraw the proceeds of any loan or grant 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 therefore, or
- ii) any such loan for the financing of the Project shall have become due and payable prior to the agreed maturity thereof.

(b) Sub-Section (a) of this Section shall not apply if the Borrower establishes to the satisfaction of the Fund that (i) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower to perform any of its obligation under such agreement, and (ii) adequate funds for the Project are available to the Borrower from other sources on the terms and conditions consistent with the obligations of the Borrower under this Agreement.

Section 5.02. For the purposes of Section 7.01 of the General Conditions, the following event is specified pursuant to paragraph (d) thereof, namely that the event specified in Sub-Section (a) (ii) of Section 5.01 of this Agreement shall occur and persist within a period exceeding sixty (60) days from the date at which the Fund advises the Borrower of the said event occurrence.

ARTICLE VI
Effectiveness Date - Termination

Section 6.01. The period of six months from the date of the signing of this Agreement is specified for the purposes of Section 12.04 of the General Conditions.

Section 6.02. The Original Legal Opinion Documents will be accepted in English or Translated to English or Arabic Language only.

ARTICLE VII
Representative of the Borrower, Addresses

Section 7.01. The Minister of Finance, Economic Planning of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purpose of Section 11.01 of the General Conditions:

FOR THE FUND:

The Saudi Fund for Development
P.O.Box 50483
Riyadh 11523
Kingdom of Saudi Arabia

Tel.:(+966-11-2794000)
Telefax: (+966-11-4647450)
E-mail: info@sfd.gov.sa

FOR THE BORROWER:

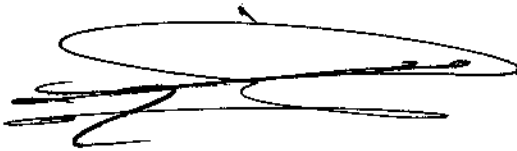
Ministry of Finance, Economic Planning
12 KN 3 AVE, Kigali
Republic of Rwanda
P.O Box: 185 Kigali-Rwanda
Tel: (+250) 252 575756
E-mail : info@minecofin.gov.rw

The Executing Agency:

Water And Sanitation Corporation Development Limited
KN4 AV 8, Centenary House, Nyarugenge District, Kigali City,
Republic of Rwanda
P.O Box: 2331 Kigali-Rwanda
Tel: (+250) 788 181 427
E-mail: wasac@wasac.rw

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names, as of the day, month and year first above written, in two counterparts in Arabic and two counterparts in English language, each of which shall be an original, and a copy of the General Conditions in the English language has been given to the Borrower.

FOR
The Saudi Fund for Development



BY _____
Sultan A. Almarshad
Chief Executive Officer

FOR
Republic of Rwanda



BY _____
Jeanine Munyeshuli
Minister of State in Charge of Public
Investment and Resource Mobilization



SCHEDULE NO.(1)
Withdrawal of the Proceeds of the Loan

- (A) The table below sets forth the categories of items to be financed out of the proceeds of the Loan, the allocation of the amount of the Loan to each category, and the percentage of expenditures for items so to be financed in each category:

Category		Amount of the Loan Allocated (Expressed in Saudi Riyals)	Percentage of Expenditures to be financed
1.	Civil works "Fourth Lot"	70,875,000	100% of the total expenditure
	Contingency	4,125,000	
TOTAL		75,000,000	

- (B) Notwithstanding the provisions of Paragraph (A) above, no withdrawal shall be made in respect of payments made for :-
- 1) Expenditures prior to the date of this Agreement.
 - 2) Taxes levied by, or in the territory of the Borrower on goods or services, or on the importation, manufacture, procurement or supply thereof.
- (C) Notwithstanding the allocation of an amount of the Loan or the disbursement percentages set forth in the table in Paragraph (A) above, if the Fund has reasonably estimated that the amount of the Loan then allocated to the Category will be insufficient to finance the agreed percentage of all expenditures in that Category, the Fund may, by notice to the Borrower :
- 1) reallocate to such category, to the extent required to meet the estimated shortfall, proceeds of the Loan which is then allocated to another category and which in the opinion of the Fund is not needed to meet other expenditures; and
 - 2) if such reallocation cannot fully meet the estimated shortfall, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals under the category may continue until all expenditures there under shall have been made.

SCHEDULE NO.(2)
Description of the Project

The project aims to increase water production and access to drinkable water in the Kigali and Rwamagana regions by increasing water transportation and constructing new transmission pipes, increasing water storage capacity and building new reservoirs in several regions east of the capital Kigali, increasing water distribution networks in some areas and improving existing networks. After completion, the project will enable it to serve more than 500,000 people.

The project consists of the following components:

A) Civil Works: It is divided into (4) lots, as follow

•First Lot:

Expansion of water transport pipelines from the Kimichanga area reservoir to the Kigali region, extending water transport pipelines with a length of (2.5) km and a diameter of (315) mm, water transport pipes with a length of (7.6) km and a diameter of (400) mm, and water transport pipes with a length of (14.5) km and a diameter (500) millimeters in the Kigali and Kimichanga regions

•Second Lot:

Construction of a water pumping station in the Kimichanga area and water transmission pipelines in the city of Muyumbu, with a length of (23.6) km and a diameter of (225) mm, and water transmission pipelines with a length of (8.1) km and a diameter of (315) mm in the town of Gahengeri. Also, constructing water transmission pipelines from Rusororo and Kabuga, (21.8) km long and (315) mm in diameter.

•Third Lot: Extending water distribution pipelines with a length of (195.7) km and diameters ranging between (50-110) mm in Ndera town and constructing four water tanks with a capacity of (100) cubic meters, one tank with a capacity of (500) cubic meters, and two tanks with a capacity of (2000) cubic meters in Rusororo city. Extending water distribution pipelines with a length of (232.5) km and diameters ranging from (50 - 110) mm. Construct seven water tanks with a capacity of (100) cubic meters, two tanks with a capacity of (500) cubic meters, and water distribution pipelines with a length of (55.2) and diameters ranging between (50 - 110) mm in the town of Muyumbu. Construction of seven water tanks with a capacity of (100) cubic meters, two tanks with a capacity of (500) cubic meters, and water distribution pipelines with a length of (61) and diameters ranging from (50 - 110) millimeters in the town of Gahengeri. Construction of seven water tanks with a capacity of (100) cubic meters, two tanks with a capacity of (500) cubic meters, and water distribution pipelines with a length of (54.2) and diameters ranging between (50 - 110) millimeters in the town of Nyakariro.

•**Fourth Lot:** Extending pipelines for water transmission from the Karenge region to the Rwamagana region, as well as construction of water transmission pipelines with a length of (26.2) km and a diameter of (500) mm, water transmission pipelines with a length of (11.4) and a diameter of (400) mm, and water transmission pipelines with a length of (0.4) km and a diameter of (250) mm from Karenge area to Rwamagana area.

Construction of two water tanks with a capacity of 2,500 cubic meters in Bihembe and Gahengeri. Also, construction of one water tank with a capacity of (1,000) cubic meters in Musha. Construction of water pumping station in Bihembe.

The Saudi Fund for Development will contribute to financing the fourth lot only. Moreover, the dimensions (sizes and lengths) of pipes in the lots will be confirmed by the updated study.

D) Consultancy Services: include the following:

preparing studies and tender documents, as well as supervising project implementation work.

E) The Project Implementation Unit: include the following:

It includes operational expenses, office furniture, and purchase cars for the project implementation unit..

F) Contingency:

This item includes making reserves, because it may occur in an increase in quantities or an increase in international prices in materials and logistics.

G) Land Compensation and Taxes:

Government of Rwanda will allocate amount for land compensation and taxes.

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The total cost of the project is (111) Million US dollar, which is equal to (416.25) Million Saudi Riyals, and it is expected to be completed by the end of 2027.

SCHEDULE NO.(3)
Amortization Schedule

Installment No.	Date of Payment	Amount of Installment (Expressed in Saudi Riyals)
1.	15/11/2028	2,500,000
2.	15/05/2029	2,500,000
3.	15/11/2029	2,500,000
4.	15/05/2030	2,500,000
5.	15/11/2030	2,500,000
6.	15/05/2031	2,500,000
7.	15/11/2031	2,500,000
8.	15/05/2032	2,500,000
9.	15/11/2032	2,500,000
10.	15/05/2033	2,500,000
11.	15/11/2033	2,500,000
12.	15/05/2034	2,500,000
13.	15/11/2034	2,500,000
14.	15/05/2035	2,500,000
15.	15/11/2035	2,500,000
16.	15/05/2036	2,500,000
17.	15/11/2036	2,500,000
18.	15/05/2037	2,500,000
19.	15/11/2037	2,500,000
20.	15/05/2038	2,500,000
21.	15/11/2038	2,500,000
22.	15/05/2039	2,500,000
23.	15/11/2039	2,500,000
24.	15/05/2040	2,500,000
25.	15/11/2040	2,500,000
26.	15/05/2041	2,500,000
27.	15/11/2041	2,500,000
28.	15/05/2042	2,500,000
29.	15/11/2042	2,500,000
30.	15/05/2043	2,500,000
TOTAL		75,000,000

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 004/01 ryo ku wa 22/01/2024 ryemeza burundu Amasezerano y'inguzanyo hagati y'Ikigega cya Arabiya Sawudite Gitsura Amajyambere na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ya miliyoni mirongo irindwi n'eshanu z'Amariyali ya Arabiya Sawudite (SAR 75.000.000) igenewe umushinga wo kwagura uburyo bwo gutwara no gukwirakwiza amazi mu burasirazuba bwa Kigali, yashyiriweho umukono i Riyadh muri Arabiya Sawudite, ku wa 09 Ugushyingo 2023	Seen to be annexed to Presidential Order n° 004/01 of 22/01/2024 ratifying the Loan Agreement between the Saudi Fund for Development and the Republic of Rwanda, relating to the loan of seventy-five million Saudi Riyals (SAR 75,000,000) for the expansion of transmission and distribution water system in East of Kigali project, signed in Riyadh, Saudi Arabia, on 09 November 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 004/01 du 22/01/2024 ratifiant l'Accord de prêt entre le Fonds Saoudien de Développement et la République du Rwanda, relatif au prêt de soixante-quinze millions de Riyals Saoudiens (75.000.000 SAR) pour le projet d'expansion du système de transmission et de distribution d'eau à l'Est de Kigali, signé à Riyad, en Arabie Saoudite, le 09 novembre 2023
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Kigali, 22/01/2024

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
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)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux