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**LOAN NUMBER 9611-BO**

# **Loan Agreement**

**(Bolivia Improving Sustainable Access to Electricity Project - IDTR III)**

**between**

**PLURINATIONAL STATE OF BOLIVIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

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## **LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date between PLURINATIONAL STATE OF BOLIVIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

### **WHEREAS:**

- (A) the Bank has agreed to make a Loan to the Borrower in the amount of one hundred twenty-five million Dollars (USD 125,000,000) to support the Project described in Schedule 1;
- (B) the Project will be implemented in part by the Borrower, through PEVD, a program of the Borrower’s Ministry of Hydrocarbons and Energy, and in part by ENDE, a state-owned enterprise of the Borrower;
- (C) pursuant to Supreme Decree (*Decreto Supremo*) No. 3364 issued by the Borrower on October 18, 2017 and published in the Borrower’s Official Gazette on October 18, 2017 (“Decree No. 3364”), in order to streamline the procedures for transferring the proceeds of the Borrower’s external credit granted to the Borrower, including from multilateral organizations, to receiving entities such as state-owned enterprises and programs of the Borrower charged with implementing projects supported by such credit, such entities are obligated to comply directly with the terms and conditions of the related credit agreement between the Borrower and the external creditor without the need to enter into a subsidiary agreement with such entities; and
- (D) pursuant to a Supreme Decree to be issued by the Borrower (the “Authorizing Decree”), the Borrower has authorized the signing of this Loan Agreement and the transfer of Loan proceeds to ENDE and PEVD (via MHE), and has obligated ENDE and the MHE through PEVD to comply directly with the relevant terms and conditions of this Loan Agreement.

NOW, THEREFORE, the Borrower, through PEVD, and ENDE, on the one hand, and the Bank, on the other hand, hereby agree as follows:

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

### **ARTICLE II — LOAN**

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred twenty-five million Dollars (USD 125,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one-quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one-quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 of this Agreement.

### **ARTICLE III — PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower, (a) through PEVD, shall carry out Part 1(a), Part 2 and Part 3(a) of the Project, and (b) through ENDE, shall carry out Part 1(b) and Part 3(b) of the Project, in each case in accordance with the provisions of Article V of the General Conditions and Schedule 2 of this Agreement.

### **ARTICLE IV — REMEDIES OF THE BANK**

- 4.01. The Additional Event of Suspension consists of the following, namely, that Decree No. 3364 or the Authorizing Decree has been amended, suspended, or abrogated so as to affect, materially and adversely, the execution of the Project.
- 4.02. The Additional Event of Acceleration consists of the following: the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the Operational Manual has been prepared and adopted by the Borrower, through PEVD, and ENDE in a manner satisfactory to the Bank; and
  - (b) the ESMF, IPPF, RPF, SEP, and LMP (including the grievance redress mechanism referenced in Section I.E.5 of Schedule 2 to this Agreement) have been prepared, consulted, disclosed, and adopted as provided for under the ESCP.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

## ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is the Minister of Development Planning.

6.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Ministerio de Planificación del Desarrollo  
Avenida Mariscal Santa Cruz 1092  
Edificio Ex-Comibol  
La Paz, Bolivia; and

(b) the Borrower's Electronic Address is:

E-mail: despacho.min@planificacion.gob.bo

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and

(b) the Bank's Electronic Address is:

Facsimile: 1-202-477-6391

AGREED as of the Signature Date.

## PLURINATIONAL STATE OF BOLIVIA

By



Authorized Representative

Name: SERGIO CUSICANQUI LOAYZA

Title: MINISTRO DE PLANIFICACION DEL DESARROLLO

Date: 07/12/2023



**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By



**Authorized Representative**

Name: ISSAM ABOUSLEIMAN

Title: COUNTRY DIRECTOR

Date: 7/12/2023

## SCHEDULE 1

### Project Description

The objective of the Project is to expand and improve access to sustainable electricity services in rural areas of the Borrower.

The Project consists of the following parts:

#### **Part 1: Expand and improve access to sustainable electricity services in rural areas**

- (a) Identify, select, and design activities to expand and improve access to electricity services in Selected Locations, including:
  - (i) medium and low voltage grid extensions, including, *inter alia*, single-phase installations, transformers, grid densification and upgrading, and user connections;
  - (ii) extension of grids for productive uses (such as agricultural, commercial, or industrial) in already serviced communities and identifying and developing basic services (such as telecommunications and potable water services) in connection with electrification efforts, including, *inter alia*, three-phase and single-phase installations, transformers, grid densification and upgrading, and user connections;
  - (iii) installation of second- and third-generation PV systems and batteries for public institutions (such as health and education centers) and households in dispersed rural communities; and
  - (iv) constructing new and upgrading old (A) mini-grids with solar PV generation systems backed up by either pre-existing diesel generation and/or batteries in communities remote from the grids, (B) Eligible Microhydropower Generation Systems, and (C) hybrid generation systems consisting of a combination of PV generation systems and Eligible Microhydropower Generation Systems, in each case including, *inter alia*, power generation systems, batteries, smart meters, distribution grids, and user connections; and
- (b) carrying out the Subprojects identified, designed, and selected pursuant to Part 1(a) of the Project.

#### **Part 2: Strengthen the electricity sector**

Strengthening VMEER's capacities through:

- (a) developing knowledge and evidence for policymaking to strengthen the Borrower's energy policy context and the overall climate resilience and decarbonization of the power sector, including, *inter alia*: (i) developing policies,

guidelines, and regulations to continue improving clean energy access; (ii) strengthening planning capacities within VMEER and other relevant stakeholders; and (iii) supporting programs to enhance energy use and increase energy efficiency; and

- (b) strengthening distribution companies' capacities to manage, operate, and maintain new electrification assets (such as those introduced under Part 1 of the Project), including, *inter alia*, through: (i) facilitating knowledge and training activities to improve utilities tariff schemes, asset management, operation and maintenance procedures, and financial sustainability; (ii) carrying out knowledge exchanges between distribution companies; (iii) developing information systems; (iv) carrying out training to, and strengthening qualification of, their personnel; and (v) developing public awareness campaigns to foster demand in an efficient way.

### **Part 3: Project implementation support**

Supporting overall Project implementation through:

- (a) PEVD in:
  - (i) carrying out the Project management, coordination, technical design, fiduciary, environmental and social, monitoring and evaluation activities, including, *inter alia*: (A) engaging with potential beneficiaries and Selected Beneficiaries to foster behavioral change; (B) developing, supporting, and tracking the Project's gender action plan and other gender-related activities; (C) carrying out technical assistance activities to improve mitigation and adaption climate change actions; and (D) Operating Costs and Project external audits; and
  - (ii) carrying out awareness raising activities among Project beneficiaries on the benefits of obtaining greater access to energy and on potential energy efficiency measures implemented together with Subprojects, including, *inter alia*: (A) developing communication and educational campaigns, programs, and resources to increase awareness on energy consumption and its impact; (B) developing and implementing policies to enhance energy productivity/competitiveness and improve energy efficiency to respond to climate change; and (C) developing a citizen and stakeholders' engagement strategy; and
- (b) ENDE in carrying out activities described in paragraphs (i) and (ii) of Part 3(a) above.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Project Implementation Units

- (a) The Borrower, through PEVD, shall:
  - (i) establish and maintain, throughout Project implementation, a unit within PEVD (the “PEVD PIU”) with structure, functions, and responsibilities acceptable to the Bank as set forth in the Operational Manual, including *inter alia*, the responsibility of the PEVD PIU to implement, monitor and supervise the carrying out of Parts 1(a), 2 and 3(a) of the Project; and
  - (ii) ensure that the PEVD PIU is, throughout Project implementation, headed by a Project coordinator, and staffed with adequate professional, fiduciary, administrative, and technical personnel (including social and environmental specialists), all with qualifications, experience, and terms of employment acceptable to the Bank, as set forth in the Operational Manual;
- (b) ENDE shall:
  - (i) establish and maintain, throughout Project implementation, a unit within ENDE (the “ENDE PIU”) with structure, functions, and responsibilities acceptable to the Bank as set forth in the Operational Manual, including *inter alia*, the responsibility of the ENDE PIU to implement, monitor and supervise the carrying out of Parts 1(b) and 3(b) of the Project; and
  - (ii) ensure that the ENDE PIU is, throughout Project implementation, headed by a Project coordinator, and staffed with adequate professional, fiduciary, administrative, and technical personnel (including social and environmental specialists), all with qualifications, experience, and terms of employment acceptable to the Bank, as set forth in the Operational Manual.

##### 2. Subprojects

- (a) The Borrower, through PEVD, shall identify, design, and select Subprojects in accordance with the provisions of the Operational Manual.
- (b) Before carrying out any Subproject under the jurisdiction of any Department or Municipality, ENDE shall enter into an agreement with that Department or Municipality (as the case may be) under terms and conditions acceptable to the Bank (each, an “Intergovernmental Agreement”), which shall include, *inter alia*,

the delegation of constitutional competencies as needed to allow ENDE to implement, operate, and maintain the Subproject in the jurisdiction of that Municipality/Department.

- (c) ENDE shall, immediately upon completion of a Subproject as determined by ENDE and verified by a qualified distribution company in accordance with the provisions of the Operational Manual, enter into an operation, maintenance, and management agreement with a qualified distribution company, all under terms and conditions acceptable to the Bank (each, an “O&M Agreement”), which shall include, *inter alia*:
  - (i) the obligation of the qualified distribution company to: (A) undertake the periodic operation, maintenance, and management of the Subproject over the contracted period (as defined in the Operational Manual), all in accordance with the provisions of the Operational Manual and in a manner acceptable to the Bank; and (B) take or permit to be taken all actions to enable ENDE to comply with its obligations under the O&M Agreement; and
  - (ii) the right of ENDE to take remedial actions against the qualified distribution company in case the qualified distribution company shall have failed to comply with any of its obligations under the O&M Agreement.
- (d) ENDE shall exercise its rights and carry out its obligations under each Intergovernmental Agreement and O&M Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan.
- (e) ENDE shall not assign, amend, abrogate, terminate, waive, or fail to enforce any Intergovernmental Agreement or O&M Agreement or any provisions thereof in any way that could affect, materially and adversely, the implementation of the Project or the maintenance, operation, or management of any Subproject.

## **B. Operational Manual**

1. The Borrower, through PEVD, and ENDE shall carry out the Project in accordance with a manual containing detailed guidelines and procedures for the implementation of the Project, including, *inter alia*: (a) detailed description of the activities and institutional arrangements for the Project; (b) the programming and budgeting, accounting, administrative, auditing, reporting, financial, procurement, and disbursement procedures of the Project; (c) the eligibility and technical criteria and procedures for identifying, selecting, designing, carrying out, monitoring, and supervision of Subprojects (including a negative list of environmentally sensitive investments ineligible for financing under the Subprojects); (d) models of Intergovernmental Agreements and O&M Service Agreements; (e) the organizational structure for implementation of the Project, including the composition, functions, and terms of reference of each PIU’s staff and the procedures for hiring additional staff; (f) the performance indicators for the monitoring and evaluation of the Project; and (g) a detailed description of the mechanisms and systems for Personal Data collection and processing in accordance with international standards and good

international practice; all in form and substance satisfactory to the Bank, as such manual may be amended by the Borrower from time to time with the prior written approval of the Bank (the "Operational Manual").

2. The Borrower, through PEVD, and ENDE shall not amend, suspend, abrogate, repeal, waive, or fail to enforce any provision of the Operational Manual without the Bank's prior written approval.
3. In case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

**C. Environmental and Social Standards**

1. The Borrower, through PEVD, and ENDE shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower, through PEVD, and ENDE shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower, through PEVD, and ENDE shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended, or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower, through PEVD, and ENDE shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, but not limited to, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents resulting in death or serious injuries, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Borrower, through PEVD, and ENDE shall establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate the resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank, as set out in the ESCP.
- 6. ENDE shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

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

- 1. ENDE shall furnish to the Borrower, through PEVD, all information required for the Borrower, through PEVD, to comply with its obligation under paragraph 2 below not later than thirty (30) days after the end of each calendar semester.
- 2. The Borrower, through PEVD, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.
- 3. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Borrower, through PEVD, and ENDE shall ensure that such information, report or document does not include Personal Data.

## **Section III. Withdrawal of Loan Proceeds**

### **A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay the Front-end Fee; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consulting services, Operating Costs, and Training under Parts 1(a), 2 and 3(a) of the Project	15,000,000	100%
(2) Goods, works, non-consulting services, consulting services, Operating Costs, and Training under Parts 1(b) and 3(b) of the Project	109,687,500	100%
(3) Front-end Fee	312,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>125,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is March 31, 2030.



### SCHEDULE 3

#### Customized Amortization Repayment Schedule

The Borrower shall repay the principal amount of the Loan as follows:

Principal Payment Date	Installment Share (Expressed as a Percentage)
April 15, 2035	2.00%
October 15, 2035	2.00%
April 15, 2036	4.00%
October 15, 2036	4.00%
April 15, 2037	4.00%
October 15, 2037	4.00%
April 15, 2038	4.00%
October 15, 2038	4.00%
April 15, 2039	4.00%
October 15, 2039	4.00%
April 15, 2040	4.00%
October 15, 2040	4.00%
April 15, 2041	4.00%
October 15, 2041	4.00%
April 15, 2042	4.00%
October 15, 2042	4.00%
April 15, 2043	4.00%
October 15, 2043	4.00%
April 15, 2044	4.00%
October 15, 2044	4.00%
April 15, 2045	4.00%
October 15, 2045	4.00%
April 15, 2046	4.00%
October 15, 2046	4.00%
April 15, 2047	4.00%
October 15, 2047	4.00%

## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Authorizing Decree” has the meaning provided in the recitals.
3. “Borrower's Constitution” means the Borrower's Constitution dated February 7, 2009.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Decree No. 3364” has the meaning provided in the recitals.
6. “Department” means any autonomous departmental government (*gobierno autónomo departamental*) of any department referred to in article 269 of the Borrower’s Constitution.
7. “Eligible Micro-hydropower Generation Systems” means electric hydropower generation systems that do not use international waterways within the meaning in Bank Policy OP 7.50 (*International Waterways*) (as the same may be modified from time to time) and otherwise meeting the eligibility criteria set forth in the Operational Manual.
8. “ENDE” means *Empresa Nacional de Electricidad*, a state owned enterprise of the Borrower created pursuant to Supreme Decree N° 05999 of February 9, 1962, with legal personality granted pursuant to Supreme Resolution N° 127462 of February 4, 1965, and reestablished pursuant to Supreme Decree N° 29644 of July 16, 2008, or any successor thereto acceptable to the Bank.
9. “ENDE PIU” means the unit referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
10. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 13, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
11. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land

- Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
12. “ESMF” means the environmental and social management framework to be prepared in accordance with the ESCP, and in line with the Environmental and Social Standards.
  13. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023).
  14. “Intergovernmental Agreement” means an agreement referred to in Section I.A.2(b) of Schedule 2 to this Agreement.
  15. “IPPF” means the indigenous peoples policy framework to be prepared in accordance with the ESCP, and in line with the Environmental and Social Standards.
  16. “LMP” means the labor management procedures to be prepared in accordance with the ESCP, and in line with the Environmental and Social Standards.
  17. “MHE” means the *Ministerio de Hidrocarburos y Energías*, the Borrower’s Ministry of Hydrocarbons and Energy, or any successor thereto acceptable to the Bank.
  18. “Municipality” means any autonomous municipal government (*gobierno autónomo municipal*) of any municipality referred to in article 269 of the Borrower’s Constitution.
  19. “Operating Costs” means the reasonable incremental operating costs (other than for consulting services) incurred by the PIUs in connection with Project implementation, such as, *inter alia*, purchase, rental, and maintenance of equipment and vehicles, insurance, rental of office facilities, office utilities, supplies and materials, domestic travel and per diem of PIU staff, in each case which would not have been incurred absent the Project and excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Borrower’s civil service.
  20. “O&M Agreement” means an agreement referred to in Section I.A.2(c) of Schedule 2 to this Agreement.
  21. “Operational Manual” means the manual described in Section I.B of Schedule 2.
  22. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification

number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

23. “PEVD” means *Programa de Electricidad para Vivir con Dignidad*, the Borrower’s Electricity Program for Living with Dignity under VMEER, or any successor thereto acceptable to the Bank.
24. “PEVD PIU” means the unit referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
25. “PIUs” means, collectively, the ENDE PIU and the PEVD PIU.
26. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
27. “Project Implementing Entity” means ENDE, and references to “Project Implementing Entity” in the General Conditions shall be construed accordingly.
28. “PV” means photovoltaic.
29. “RPF” means the resettlement policy framework to be prepared in accordance with the ESCP, and in line with the Environmental and Social Standards.
30. “Selected Locations” means unserved locations in rural and peri-urban areas within the territory of the Borrower that meet the eligibility criteria set forth in the Operational Manual.
31. “SEP” means the stakeholder engagement plan to be finalized and disclosed by the Borrower, in accordance with the Environmental and Social Standards, and as set out in the ESCP.
32. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement, and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
33. “Subproject” means an activity under Part 1(a)(i), (ii), (iii) or (iv) of the Project identified, designed, and selected in accordance with the criteria set forth in the Operational Manual.
34. “Training” means expenditures (other than those for consulting services) incurred by the Borrower, through PEVD, or ENDE in connection with the carrying out of seminars or workshops, including the reasonable travel costs (*i.e.*, accommodation, transportation and *per diem*) of trainees and trainers (if applicable), training registration fees, catering, rental of training facilities and equipment, logistics and printing services, as well as training materials for the purposes of and directly related to the activities described in the Project.
35. “VMEER” means the *Viceministerio de Electricidad y Energías Renovables*, the Viceministry of Electricity and Renewable Energy of MHE, or any successor to such viceministry acceptable to the Bank.

ISSAM A. ABOUSLEIMAN  
Director  
Bolivia, Chile, Ecuador and Peru

December 7, 2023  
284-2023-BM-BO

Mr. Sergio Cusicanqui  
Minister  
Ministry of Development Planning  
Av. Mariscal Santa Cruz No. 1092  
La Paz, Plurinational State of Bolivia

**Re: IBRD Loan 9611-BO (Bolivia Improving Sustainable Access to Electricity Project)**  
**Additional Instructions: Disbursement and Financial Information Letter**

Dear Mr. Cusicanqui,

I refer to the Loan Agreement between the Plurinational State of Bolivia (“Borrower”) and the International Bank for Reconstruction and Development (“Bank”) for the above-referenced Project. The General Conditions, as defined in the Loan Agreement, provide that the Borrower may from time-to-time request withdrawals of Loan amounts from the Loan Account in accordance with the Disbursement and Financial Information Letter (“DFIL”), and such additional instructions as the Bank may specify from time to time by notice to the Borrower. The General Conditions also provide that the Disbursement and Financial Information Letter may set out Project-specific financial reporting requirements. This letter constitutes such Disbursement and Financial Information Letter and may be revised from time to time.

**I. Disbursement Arrangements, Withdrawal of Loan Funds, and Reporting of Uses of Loan Funds for the project**

***(i) Disbursement Arrangements***

The *Disbursement Guidelines for Investment Project Financing*, dated February 2017 (“Disbursement Guidelines”), are available on the Bank’s secure website “Client Connection” at <https://clientconnection.worldbank.org> and its public website at <https://www.worldbank.org>. The Disbursement Guidelines are an integral part of the DFIL, and the manner in which the provisions in the Disbursement Guidelines apply to the Loan is specified below.

The table in Schedule 1 sets out the disbursement methods which may be used by the Borrower, information on registration of authorized signatories, processing of Withdrawal Applications (including the minimum value of applications and processing of advances), instructions on supporting documentation, and frequency of reporting on the Designated Account.



**(ii) Withdrawal Applications (Electronic Delivery) <sup>1</sup>**

The Borrower shall deliver Withdrawal Applications (with supporting documents, “Applications”) electronically through the Bank’s web-based portal “Client Connection” at <https://clientconnection.worldbank.org>. This option will be effective after the officials designated in writing by the Borrower, who are authorized to sign and deliver Applications, have registered as users of “Client Connection.” The designated officials shall deliver Applications electronically by completing Form 2380, which is accessible through “Client Connection.” By signing the Authorized Signatory Letter, which can be delivered manually or electronically, the Borrower confirms that it is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Bank by these means. The Borrower may exercise the option of preparing and delivering Applications in paper form on exceptional cases (including those where the Borrower encounters legal limitations) and which were previously agreed with the Bank. By designating officials to use SIDC and deliver the Applications electronically, the Borrower confirms through the Authorized Signatory Letter its agreement to (a) abide by the Terms and Conditions of Use of Secure Identification Credentials in connection with the Use of Electronic Means to Process Applications and Supporting Documentation, available in the Bank’s public website at <https://www.worldbank.org> and “Client Connection” at <https://clientconnection.worldbank.org>; and (b) to cause such officials to abide by those terms and conditions.

**II. Financial Reports and Audits<sup>2</sup>**

- (i) **Financial Reports.** The Borrower, through Electricity Program for Living with Dignity (PEVD for its acronyms in Spanish) and National Electricity Company (ENDE for its acronyms in Spanish), shall prepare and furnish to the Bank, not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports (“IFR”) for the Project covering the semester, in form and substance satisfactory to the Bank.
- (ii) **Audits.** Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for each such period shall be furnished to the Bank by the Borrower, through PEVD and ENDE, not later than six (6) months after the end of such period.

**III. Other Important Information**

For additional information on disbursement arrangements, please refer to the Loan Handbook available on the Bank’s public website at <https://www.worldbank.org> and “Client Connection” at <https://clientconnection.worldbank.org>, the Bank recommends that you register as a user of “Client Connection.” From this website, you will be able to prepare and deliver Authorized Signatory Letters and Withdrawal Applications, monitor the near real-time status of the Loan and retrieve related policy, financial, and procurement information. For more information about the website and registration arrangements, or if you have any queries in relation to the above, please contact the Bank by email at [askloans@worldbank.org](mailto:askloans@worldbank.org) using the above reference.

Yours sincerely,




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Issam A. Abousleiman  
Director  
Bolivia, Chile, Ecuador and Peru

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<sup>1</sup> Section 10.01 (c) of the General Conditions

<sup>2</sup> Section 5.09 of the General Conditions





**Attachments**

1. Form of Authorized Signatory Letter
2. Statement of Expenditure (SOE)
3. Sample Designated Account Activity Statement

With copies:      Mr. Franklin Molina, Minister of Hydrocarbons and Energy (MHE)  
                         Mr. Antonio Mullisaca, Viceminister of Public Investment and External  
                         Financing (VIPFE)



## Schedule 1: Disbursement Provisions

Basic Information					
IBRD Loan No.	9611-BO	Country	Plurinational State of Bolivia	Closing Date	Section III.B.2 of Schedule 2 to the Loan Agreement.
		Borrower	Plurinational State of Bolivia	Disbursement Deadline Date	Four months after the closing date
		Name of the Project	Bolivia Improving Sustainable Access to Electricity Project <i>Subsection 3.7 **</i>		
Disbursement Methods and Supporting Documentation					
Disbursement Methods <i>Section 2 (**)</i>		Methods		Supporting Documentation <i>Subsections 4.3 and 4.4 (**)</i>	
Direct Payment		Yes		<ul style="list-style-type: none"> <li>Copy of records (e.g., invoices and receipts)</li> <li>Statement of Expenditure (SOE) in the format provided in Attachment 2 of the DFIL.</li> <li>Statement of Expenditures (SOE) in the format provided in Attachment 2 of the DFIL.; and</li> <li>Designated Account Activity Statement, in the form provided in Attachment 3, with a copy of the bank statement.</li> </ul>	
Reimbursement		Yes			
Advance (into a Designated Account)		Yes			
Special Commitments		No			
Designated Accounts ( <i>Sections 5 and 6 **</i> )					
Designated Account A (PEVD) ( <i>Category 1</i> )					
<i>Type</i>	Segregated		<i>Ceiling</i>	Fixed	
<i>Financial Institution – Name</i>	Central Bank of the Plurinational State of Bolivia		<i>Currency</i>	USD	
<i>Frequency of Reporting Subsection 6.3 (**)</i>	Quarterly or more often is needed		<i>Amount</i>	\$2,000,000	
Designated Account B (ENDE) ( <i>Category 2</i> )					
<i>Type</i>	Segregated		<i>Ceiling</i>	Fixed	
<i>Financial Institution – Name</i>	Central Bank of the Plurinational State of Bolivia		<i>Currency</i>	USD	
<i>Frequency of Reporting Subsection 6.3 (**)</i>	Quarterly or more often is needed		<i>Amount</i>	\$15,000,000	
Minimum Value of Applications ( <i>Subsection 3.5</i> )					
The minimum value of applications for Reimbursement and Direct Payment is USD 3,000,000 equivalent.					



**Authorized Signatures (Subsection 3.1 and 3.2 \*\*)**

**Withdrawal and Documentation Applications (Subsection 3.3 and 3.4 \*\*)**

**Authorized Signatures:** The form for Authorized Signature Letter is provided in Attachment 1. The ASL should be submitted electronically through the Bank's Client Connection system providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications. For manually submission, the ASL should be furnished to the Bank at the address indicated below:

The World Bank  
1818 H Street, N.W.  
Washington, DC 20433, USA  
Attention: Issam A. Abouleiman, Country Director

**Applications:** Completed Applications for withdrawal, together with supporting documents, should be provided through the Bank's Client Connection, web-based portal, following the instructions for electronic delivery. In the case the Borrower does not have internet access, the Bank may permit the delivery of Applications for withdrawal, together with supporting documents, to the following address:

Banco Mundial  
SCES Trecho 3, Lote 5, Polo 8, S/N70200-003 Brasilia, D.F., Brazil  
Attention: Loan Operations

**Additional Information**

Advances will be made in the single treasury account in US dollars (CUT-ME), regulated under Supreme Decree No. 29236. The records and bank reconciliation will reflect transaction activity of segregated sub-accounts.



Form of Authorized Signatory Letter

[Letterhead]  
Ministry of Finance  
[Street address]

[DATE]

The World Bank  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Attention: [Country Director]<sup>1</sup>

Dear [Country Director]:

**Re: IBRD Loan [Loan No.] - [Country Code] - [Project Name]**

I refer to the Loan Agreement (Agreement”) between the International Bank for Reconstruction and Development (“Bank”) and [Borrower Name] (“Borrower”), providing the above Loan. For the purposes of Section 2.02 of the General Conditions as defined in the Agreement, any <sup>2</sup> [one/two/three] of the persons whose authenticated specimen signatures appear below is/are authorized on behalf of the Borrower to sign and submit an application to request a withdrawal from the Loan Account (“Applications”).

For the purpose of delivering the Applications to the Bank, <sup>3</sup> [one/two/three] of the persons whose authenticated specimen signatures appear below is/are authorized on behalf of the Borrower, acting [individually / jointly<sup>4</sup>] to deliver the Applications, and evidence in support thereof on the terms and conditions specified by the Bank.

This Authorization also confirms that the Borrower is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Bank, including by electronic means. The Bank shall rely upon such representations and warranties, including the representations and warranties contained in the *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation* (“Terms and Conditions of Use of SIDC”), the Borrower represents and warrants to the Bank that it will cause such persons to abide by those terms and conditions.

This Authorization replaces and supersedes any Authorization currently in the Bank records with respect to the Agreement(s) referred to in the subject line of this Authorization.

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<sup>1</sup> Instruction to Bank staff: please forward this letter to the Country Lawyer for further processing (Borrower: please do not delete this note).

<sup>2</sup> Instruction to the Borrower: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. *Please delete this footnote in the final letter that is sent to the Bank.*

<sup>3</sup> Instruction to the Borrower: Stipulate if more than one person needs to jointly sign Applications, if so, please indicate the actual number. *Please delete this footnote in the final letter that is sent to the Bank.*

<sup>4</sup> Instruction to the Borrower: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete it. *Please delete this footnote in the final letter that is sent to the Bank.*





## Signatory Details

Name	Position	Email ID
[Signatory Name]	[Title]	[Email]

### Specimen Signatures

Signatory Name	Signature 1	Signature 2	Signature 3
[User Name]			
[User Name]			

Yours truly,

/ signed /

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[Position]<sup>1</sup>

1







### CONCILIACION DE LA CUENTA DESIGNADA

**Préstamo / Crédito / Donación N°:**

**Nombre del Banco:**

**Número de la Cuenta:**

USD

1. Total de Depósitos	-
2. Menos Total que ya fue documentado	-
3. Saldo Pendiente (por documentar)	-
4. Saldo de la Cuenta Designada en <u>    </u> / <u>    </u> / <u>    </u> (de acuerdo al Estado Bancario Adjunto)	-
5. Monto a ser documentado en la presente Solicitud N° <u>    </u>	-
6. Más monto pendiente de reposición por el BIRF <sup>1</sup>	-
7. Más retiros efectuados aún no solicitados al BIRF <sup>2</sup>	-
8. Menos montos debitados después de la fecha del estado bancario adjunto	-
9. Menos intereses generados por la Cuenta Designada	-
10. Total (4 + 5 + 6 + 7 + 8 - 9)	-
11. Discrepancias entre (3 y 10)	-

**Observaciones:**

1 Valor pendiente de reposición por el BIRF		
Solicitud N°	Monto	
-	-	
-	-	
-	-	
-	-	

  

2 Retiros efectuados aún no solicitados al BIRF		
Fecha	Descripción	Monto

Obs.: La moneda da conciliación bancaria debe ser la misma moneda de la Cuenta Designada

1. Llenar con la suma de todos los importes que fueron adelantados por el Banco a la Cuenta Designada\*
2. Llenar con la suma de todos los importes que ya fueron documentados al Banco\*
3. Línea 1 menos Línea 2\*
4. Llenar con el importe que se ve en el saldo del estado bancario enviado para la cuenta designada.
5. Llenar con el importe total que será documentado en la presente solicitud
6. Llenar sólo en el caso de tener previas solicitudes que ya fueron pagadas por el Banco, pero cuyos valores todavía no están reflejadas en el estado bancario enviado.
7. Llenar con el valor que fue retirado de la Cuenta Designada y que todavía no ha sido reportado y/o se encuentra en la cuenta operativa (detallar montos en las observaciones)
8. Llenar solamente si algún importe fue retirado de la Cuenta Designada después de la fecha del estado bancario de la Cuenta Designada que está siendo presentado
9. Llenar solamente en el caso que la Cuenta Designada tenga generado intereses.

\* Disponible para consulta en el Client Connection (Desembolsos -> Cuentas Designadas/UN)

