Financing Agreement
(Urban Water Project)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 26, 2017
AGREEMENT dated July 26, 2017, entered into between REPUBLIC OF GUINEA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to twenty-one million nine hundred thousand Special Drawing Rights (SDR 21,900,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are May 15 and November 15 in each year.

2.05. The Payment Currency is the Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 2 and 3 of the Project and cause Part 1 of the Project to be carried out by SEG in accordance with the provisions of Article IV of the General Conditions.
3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is the Recipient’s minister at the time responsible for finance.

5.02. The Recipient’s Address is:

Minister of Economy and Finance  
P. O. Box 579  
Conakry, Guinea

Telex: 22399 MIFIGE  
Facsimile: (224) 30 45 30 48  
(224) 30 42 21 02

5.03. The Association’s Address is:

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

Telex: 248423 (MCI)  
Facsimile: 1-202-477-6391
AGREED at July 26, 2017, as of the day and year first above written.

REPUBLIC OF GUINEA

By

[Signature]

Authorized Representative

Name: Malade KABA

Title: Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Rachid E. Radji

Title: Country Manager
SCHEDULE 1

Project Description

The objectives of the Project are to increase access to improved water services in the Greater Conakry area and improve the operational efficiency of the urban water utility.

The Project consists of the following parts:

Part 1: Urban Water

Increasing water production capacity and rehabilitating obsolete parts of the distribution network including targeted extension in order to improve water service delivery in Conakry in general and in the peri-urban poor in particular, including:

(i) construction of a booster station at “Grandes Chutes” dam to transfer additional water flow (86,000 m³ per day) through existing two pipelines (DN 1100 and DN 700) to the existing Yessoulou treatment plant; reinforcement of said plant with a new process line and a treated water tank of 6,000 m³ capacity;

(ii) rehabilitation of the distribution network by, among other things, replacing old and obsolete pipelines and restructuring/extending of networks in the targeted areas to reduce non-revenue water (including area metering and restructuring the spaghetti connections) and reach the targeted peri-urban poor;

(iii) the update of an urban water supply master plan, baseline and hydraulic modeling for the Greater-Conakry targeting for the horizon of 2030;

(iv) improvement of customer service through investment in a best practice grievance address system to help SEG’s customer department to enhance responsiveness to customer complaints and requests; and

(v) Training of SEG staff in the use of new management and operational tools.

Part 2: Urban Sanitation

Conducting a citywide baseline survey of current sanitation conditions in Greater Conakry, together with the development of a sanitation strategy and master-plan for the improvement of such conditions to guide interventions in the sector, including (but not limited to) on-site sanitation, fecal sludge management, sewerage system and knowledge exchange with other performing urban sanitation agencies and strengthening of the capacity of DATU.
Part 3: Institutional Strengthening and Project Management

Support for water sector institutions and urban water sector reform, and for the Project Implementation Unit in exercising its responsibilities through the following activities:

(i) **Water resources management**: Support for the National Hydraulic Directorate ("DNH") for the modeling of the underground water table of the Conakry peninsula and the development of a database of water resources users and levels of abstraction;

(ii) **Urban Water Sector Reform**: Funding to the Ministry of Energy and Hydraulics for the preparation of the foundation for the urban water reform, including: (a) the development of a financial model for SEG, (b) conducting a tariff study for the urban water sector, and (c) updating the legal framework and the sectoral policy letter in the urban water sector; and

(iii) **Project Implementation Unit**: Support for a Project Implementation Unit with a Project coordinator, a finance management specialist, a procurement specialist, a communications specialist, an environmental and social safeguards specialist and an M&E specialist.

Part 4: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

1. The Ministry of Energy and Hydraulics ("MEH") shall have the overall responsibility for the Project. SEG shall have responsibility for carrying out Part 1 of the Project, DATU shall have responsibility for carrying out Part 2 of the Project, and MEH shall have responsibility for carrying out Part 3 of the Project, all as detailed in the Project Implementation Manual described in Section I.B of this Schedule 2.

2. Steering Committee

(a) The Recipient shall maintain a Steering Committee, headed by a representative of MEH and including director-level representatives of the Ministry of Cities and Territory Planning ("MVAT"), SEG, DATU, the Ministry of Economy and Finance ("MEF") and the Ministry of Planning and International Cooperation ("MPCI"), in form and substance and with functions and resources satisfactory to the Association.

(b) Without limitation upon the provisions of subparagraph (a) above, the Steering Committee shall be responsible for strategic guidance and oversight over the implementation of the Project. As such, it shall, inter alia: (i) review and approve proposed Annual Work Plans and Budgets described in Section I.C of this Schedule 2; (ii) review progress towards achievement of the Project objectives, with a view to ensuring that Project beneficiary expectations are met; and (iii) ensure coordination among MEH, SEG, DATU and other Project stakeholders, and with the Recipient’s overall water and sanitation services improvement programs.

3. Project Implementation Unit

(a) The Recipient shall maintain a Project Implementation Unit within the MEH, with functions and resources satisfactory to the Association, including staff with qualifications, experience and terms of reference, satisfactory to the Association.

(b) Without limitation to the provisions of paragraph (a) above, the Project Implementation Unit shall be responsible for project financial management,
preparation of the Annual Work Plans and Budgets described in Section I.C of this Schedule 2, and the preparation of project progress and financial reports described in Section II of this Schedule 2.

(c) Without limitation to the provisions of paragraph (a) above, the Project Implementation Unit shall be headed by a Project coordinator, who shall be assisted by a core team comprised of, *inter alia*, a financial management specialist and accountant, a procurement specialist, an environmental and social safeguards specialist, a communications specialist and a monitoring & evaluation specialist ("Key Project Implementing Unit Staff").

B. Project Implementation Manual

1. The Recipient shall prepare and adopt, no later than three (3) months after the Effective Date, a Project Implementation Manual ("PIM"). The PIM shall include, among other things:

(a) governance and oversight arrangements for the Project;

(b) implementation arrangements for the Project, including the roles and responsibilities of all involved stakeholders, including MEH, SEG and DATU; and

(c) procurement and financial management procedures for the Project, including accounting, budgeting, internal control, reporting, funds flow and disbursement and audit arrangements.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on the proposed amendments to the PIM and thereafter adopt such amendments as shall have been approved by the Association.

3. The Recipient shall ensure that the Project is carried out in accordance with the PIM; *provided, however*, that, in the event of any conflict between the provisions of the PIM and those of this Agreement, this Agreement shall prevail.

4. Except as provided above and as the Association shall otherwise agree, the Recipient shall not amend or waive any provision of the PIM if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.

C. Annual Work Plans and Budgets

1. The Recipient, acting through the Project Implementing Unit, shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than November 30 in each calendar year for the Association’s
consideration, a proposed work plan of activities to be carried out for the Project for the following calendar year, detailing the respective activities to be carried out by MEH, SEG and DATU. Such plan shall include an implementation schedule and budget and financing plan (“Annual Work Plan and Budget”).

2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed plan, and shall thereafter promptly adopt and then implement such work plan as shall have been approved by the Association, in accordance with this Agreement.

D. Subsidiary Agreement

1. To facilitate the carrying out of Part 1 of the Project, the Recipient shall enter into a subsidiary agreement (“Subsidiary Agreement”) with SEG, under terms and conditions approved by the Association, which shall include rights adequate to protect the interests of the Recipient and those of the Association, including provisions requiring SEG to:

   (a) carry out Part 1 of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Recipient and the Association, including in accordance with the provisions of the Safeguard Instruments, the PIM and the Anti-Corruption Guidelines;

   (b) provide, promptly as needed, the resources required for the purpose;

   (c) enable the Recipient and the Association to inspect its respective part of the Project, its operation and any relevant records and documents; and

   (d) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

E. Anti-Corruption

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

1. The Recipient shall ensure that, throughout its implementation, the Project is implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguard Instruments.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, in accordance with Section II of this Schedule 2 to this Agreement, reports on the status of compliance with the Safeguard Instruments, giving details of:

   (a) measures taken in furtherance of the Safeguard Instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Instruments; and

   (c) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall not amend or waive, any Safeguard Instrument, or any provision of any one thereof, without the prior written approval of the Association.

G. **Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Emergency Response Part"), the Recipient shall:

   (a) prepare and furnish to the Association for its review and approval, a Contingency Emergency Response Manual ("CER Manual") which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities that may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management instruments for the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

   (b) afford the Association a reasonable opportunity to review the proposed CER Manual;
promptly adopt the CER Manual for the Emergency Response Part as accepted by the Association and integrate it as an annex to the PIM;

ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and

not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Association.

2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all safeguard instruments as may be required for said activities in accordance with the CER Manual, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
B. **Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. **Procurement**

A. **General**

1. **Goods, Works and Non-Consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
B. Particular Methods of Procurement of Goods, Works and Non-Consulting Services

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

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

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited International Bidding</td>
</tr>
<tr>
<td>(a) National Competitive Bidding, subject to the provision below*;</td>
</tr>
<tr>
<td>(b) Shopping;</td>
</tr>
<tr>
<td>(c) Direct Contracting; and</td>
</tr>
<tr>
<td>(d) Procurement under Framework Agreements</td>
</tr>
</tbody>
</table>

*National Competitive Bidding shall be subject to the following additional provisions:

(i) four weeks will be provided for preparation and submission of bids, after the issuance of the Invitation for Bids or availability of the bidding documents, whichever is later;

(ii) for all procurement of goods and the standard bidding documents (SBD) published by the World Bank for International Competitive Bidding will be used and modified in order to adapt it to the current situation;

(iii) bids will be advertised in national newspapers with wide circulation;

(iv) bids will be presented and submitted only in one internal envelope (no system with two envelopes will be used);

(v) bid evaluation, bidder qualifications criteria, and the contract award criteria will be clearly specified in the bidding documents;

(v) no preference margin will be granted to domestic bidders;
eligible firms, including foreign firms, will not be excluded from the competition;

the procedures will include the publication of the results of evaluation and of the award of the contract, and provisions for bidders to protest;

procurement audit will be included in the terms of reference of financial audits of the project;

if the Recipient’s procurement code does not apply to small contracts, the procedures will require that for such contracts, a competitive method be used (reference for example to the Shopping method referenced above); and

all bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the Association’s prior written concurrence.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-Based Selection;</td>
</tr>
<tr>
<td>(b) Least Cost Selection;</td>
</tr>
<tr>
<td>(c) Selection under a Fixed Budget;</td>
</tr>
<tr>
<td>(d) Selection based on Consultants’ Qualifications;</td>
</tr>
<tr>
<td>(e) Selection of Individual Consultants; and</td>
</tr>
<tr>
<td>(f) Single-source Selection.</td>
</tr>
</tbody>
</table>
D. **Review by the Association of Procurement Decisions**

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

E. **Procurement of Emergency Expenditures under the Emergency Response Part**

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in the Emergency Response Part shall be procured in accordance with the procurement methods and procedures set forth in the CER Manual.

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

A. **General**

1. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consultants’ services, Training and Operating Costs, for Part 1 of the Project</td>
<td>18,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, and consultants’ services, Training and Operating Costs for Parts 2</td>
<td>2,800,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
and 3 of the Project

<table>
<thead>
<tr>
<th>(3) Refund of Preparation Advance</th>
<th>800,000</th>
<th>Amount payable pursuant to Section 2.07 of the General Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) Emergency Expenditures under Part 4 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>21,900,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement;

   (b) under Category 1, until the Recipient has:

   (i) (A) recruited for the Project Implementing Unit an independent security of dams' specialist, with terms of reference, qualifications and experience satisfactory to the Association; (B) in coordination with *Electricité de Guinée* (EDG), carried out an independent dam safety assessment, including upgrading or preparation of the operation and maintenance (O&M) plan and emergency preparedness plan, acceptable to the Association; and (C) prepared an ESIA/ESMF, acceptable to the Association, for the booster station and additional water processing line including water tank at Yessoulou; and

   (ii) the Subsidiary Agreement has been executed on behalf of the Recipient and SEG; and the Recipient has furnished to the Association a supplemental opinion to the effect that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and, and is legally binding upon the Recipient and SEG in accordance with its terms.

   (c) for Emergency Expenditures under Category 4, unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that
all of the following conditions have been met in respect of said expenditures:

(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.F of this Schedule 2;

(iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.G of this Schedule 2, for the purposes of said activities; and

(iv) the Recipient has adopted the CER Manual, in form and substance acceptable to the Association, and the provisions of the CER Manual remain - or have been updated in accordance with the provisions of Section I.G of this Schedule 2 so as to be appropriate for the inclusion and implementation of the Emergency Response Part.

(d) Under any Category, until the Recipient has prepared and the Project Implementation Manual as described in Section I.B of this Schedule 2.

2. The Closing Date is June 30, 2022.

Section V. Other Undertakings

A. The Recipient shall:

1. Not later than three (3) months after the Effective Date, have recruited for the Project Implementing Unit, the Key Project Implementation Unit Staff described in Section I.A.3 of this Schedule 2, all with qualifications, experience and terms of reference satisfactory to the Association;

2. Not later than three (3) months after the Effective Date, have acquired and installed and made operational in the offices of the Project Implementation
Unit computerized accounting software capable of correctly recording and automatically generating interim and annual financial statements; and

3. Not later than six (6) months after the Effective Date, have appointed an external auditor, whose qualifications and experience and terms of reference shall be acceptable to the Association.

4. The Recipient shall, not later than six (6) months after the Effective Date, appoint a consultant, with qualifications, experience and terms of reference satisfactory to the Association, to provide technical assistance (Assistance à Maitrise d'Ouvrage) to MEH and SEG.
APPENDIX

Section I. Definitions


2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


4. “Contingency Emergency Response Manual” and the acronym “CER Manual” means the manual referred to in Section I.G of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the PIM in accordance with the provisions of said Section.

5. “DATU” means the Recipient’s Department of Territorial and Urban Planning, Roads and Infrastructure (Direction Nationale de l’Aminagement du Territoire, de l’Urbanisme, de la Voirie et des Infrastructures).

6. “Displaced Persons” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.


8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.


10. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.
11. “Environmental and Social Impact Assessment” or “ESIA” means, with respect to each activity under the Project pursuant to which the ESMF requires an environmental and social impact assessment, such assessment, carried out in accordance with the provisions of Section IV.B.1(b) of Schedule 2 to this Agreement.

12. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s document entitled “Documents de Sauvegarde Environnementale et Sociale du Projet Eau et Assainissement en Milieu Urbain de Guinée”, dated May 10, 2017, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels, and (b) the actions needed to implement these measures, including monitoring and institution strengthening.

13. “Environmental and Social Management Plan” or “ESMP” means the Recipient’s document prepared and disclosed in accordance with the Environmental and Social Management Framework with respect to the Project (or a Sub-project), that details: (a) the measures to be taken during the implementation and operation of the Project (or a Sub-project) to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures.


16. “Operating Costs” means the reasonable incremental operating expenses, based on Annual Work Plans and Budgets approved by the Association, incurred on account of operation and maintenance incurred in connection with the implementation of the Project, including costs related to office, vehicles and office equipment, water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.

17. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on October 13, 2016 and on behalf of the Recipient on December 1, 2016.

19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 16, 2017 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

20. “Project Implementation Manual” or “PIM” means the project implementation Manual described in Section I.B of Schedule 2 to this Agreement.

21. “Project Implementation Unit” or “PIU” means the Project implementation unit referred to in Section I.A.3 of Schedule 2 to this Agreement.

22. “Resettlement Action Plan” or “RAP” means the Recipient’s document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project (or a Sub-project), which, inter alia, (a) contains a census survey of Displaced Persons and valuation of assets, (b) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation, and (c) contains a timetable and budget for the implementation of such measures.

23. “Resettlement Policy Framework” or ‘RPF” means the Recipient’s document dated May 10, 2017, containing guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons, as amended from time to time with the prior written consent of the World Bank.

24. “Safeguard Instruments” means collectively or individually the Environmental and Social Management Framework, the Resettlement Policy Framework, Environmental and Social Impact Assessment, the Environmental and Social Management Plans and the Resettlement Action Plans prepared in connection with the Project.


26. “Subsidiary Agreement” means the agreement referred to in Section I.D of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to SEG.

27. “Training” means the reasonable costs of training under the Project, based on the Annual Work Plans and Budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence
allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.