

CREDIT NUMBER 5755-NE
GRANT NUMBER D098-NE

Financing Agreement

(Electricity Access Expansion Project)

between

REPUBLIC OF NIGER

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 13, 2016

CREDIT NUMBER 5755-NE
GRANT NUMBER D098-NE

FINANCING AGREEMENT

AGREEMENT dated January 13, 2016, entered into between REPUBLIC OF NIGER ("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 and a credit (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to seven million six hundred thousand Special Drawing Rights (SDR 7,600,000) ("Grant"); and
 - (b) an amount of forty-nine million six hundred thousand Euro (EUR 49,600,000 ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

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- 2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that 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 Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
 - (b) The Recipient, through PIE, has adopted the Project Implementation Manual whose substance shall be acceptable to the Association.
 - (c) The Recipient, through PIE, has recruited, on a temporary-basis, an accountant and a procurement specialist, in accordance with terms of reference and the qualifications acceptable to the Association.
- 5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

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- 5.03. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for economy and finance.
- 6.02. The Recipient's Address is:

Ministère de l'Economie et des Finances
B.P. 389
Niamey
Republic of Niger

- 6.03. The Association's Address is:

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

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

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AGREED at Niamey, Republic of Niger, as of the day and year first above written.

REPUBLIC OF NIGER

By



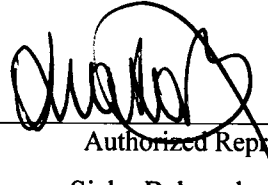
Authorized Representative

Name: Saidou Sidibe

Title: Ministry of Economy & Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Siaka Bakayoko

Title: Country Manager for Niger

SCHEDULE 1

Project Description

The objective of the Project is to increase access to electricity in the Recipient's territory.

The Project consists of the following parts:

Part A: Extension and reinforcement of distribution systems

1. Extension, reinforcement, densification and rehabilitation of MV and LV networks

Provision of support for the Targeted Areas in order to: (i) construct new LV and MV lines to serve new customers and increase the access rate; (ii) supply equipment of higher capacity; (iii) provide investments in areas with existing saturated network due to the increase in the load density; and (iv) rehabilitate the MV and LV by replacing obsolete equipment.

2. Reinforcement of the MV network, rehabilitation and reinforcement of substations

Provision of support for the Targeted Areas to enable the MV distribution network to carry power through: (i) the construction of new sections of overhead and underground MV lines; (ii) the rehabilitation of selected substations with new MV feeders; (iii) the upgrade of overloaded HV/MV transformers; and (iv) the construction of switching substations.

3. Electricity connections

Provision of support to the Recipient for the supply and installation of up to 60,000 electricity connections, including meters and connection equipment.

4. Owner's engineer for construction supervision

Provision of consultants' services for the supervision of works under Parts A.1, A.2 and A.3 of the Project.

Part B: Strengthening institutional capacity in the electricity sector

1. Technical assistance to MEP

Provision of support to MEP through, *inter alia*: (i) strengthening MEP capacity to develop sector policies and regulations, and articulate a strategic vision for the sector; (ii) supporting the establishment of the Energy Regulator and the preparation of a tariff review; and (iii) supporting the increase of electricity access

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through the development of a national electrification strategy and measures to expand access in rural areas.

2. Technical assistance to NIGELEC

Provision of support to NIGELEC through, *inter alia*: (i) strengthening the capacity in distribution system planning; (ii) improving the system operation and fault clearing; (iii) elaborating a study for SCADA systems for HV and MV grid.

3. Project management

Provision of goods, Training and Operational Costs to NIGELEC to assist in the implementation of the Project, and the carrying out of yearly audits of NIGELEC's accounts.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Project Implementing Entity

1. The Recipient shall vest the Project Implementing with the overall responsibility for Project coordination and implementation.
2. Without limitations upon the generality of Section 3.01 of this Agreement, the Project Implementing Entity will be responsible for the implementation of the Project including financial management, procurement, safeguards and monitoring and evaluation.
3. The Recipient shall take all action necessary on its part to ensure that the Project Implementing Entity is maintained through-out the implementation of the Project, with: (i) mandate, functions and resources satisfactory to the Association; and (ii) adequate staff with qualifications and experience satisfactory to the Association, all for purposes of ensuring the prompt and efficient implementation of the Project.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement") which shall include the obligation of the Project Implementing Entity to:
 - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines and in accordance with the provisions of this Agreement;
 - (b) (i) procure all goods and services required under the Project and to be financed out of the proceeds of the Financing in accordance with the provisions of Section III of this Schedule; and (ii) ensure that all such goods and services are used exclusively for the purposes of the Project;
 - (c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;

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- (d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Financing and disclose their use in the Project; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the General Conditions;
- (e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the Association, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project, and to achieve its objective, each such report to cover a calendar quarter; (iii) furnish each such report to the Recipient and the Association within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the Association shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the Association within not later than (6) months after the end of the Project;
- (f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to the Project to external and internal auditors; (iii) prepare as part of the Project Report, interim unaudited financial reports covering each quarter, and furnish them to the Recipient and the Association not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such unaudited financial statements as the Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year; and
- (g) open and maintain a dedicated Project Account, until the completion of the Project, in a commercial bank on terms and conditions acceptable to the Association; and ensure that the funds deposited into the Project

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Account shall be used exclusively to finance the cost of expenditures related to the Project.

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

C. Anti-Corruption

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

D. Safeguards

1. The Recipient shall, and shall cause the Project Implementing Entity to, implement the Project in accordance with the relevant Safeguards Instruments, and, to that end, shall, and shall cause the Project Implementing Entity, to:
 - (a) if any activity under the Project would require the adoption of any Supplemental Social and Environmental Safeguard Instrument:
 - (i) prepare: (A) such Supplemental Social and Environmental Safeguard Instrument in accordance with applicable ESIA, ESMF and RPF; (B) furnish such Supplemental Social and Environmental Safeguard Instrument to the Association for review and approval; and (C) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activity; and
 - (ii) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument; and
 - (b) if any activity under the Project would involve Affected Persons: (i) to ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement mitigation measures under a Resettlement Action Plan prepared pursuant to the requirements of the RPF, including, in the case of displacement, full payment to Affected Persons of compensation and provision of other assistance required for relocation, have been implemented; and (ii) to provide from its own resources, any financing required for any measures under sub-paragraph (i) above, including any costs associated with land acquisition required for the Project.

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2. The Recipient shall cause the Project Implementing Entity to ensure that all studies and technical assistance under the Project are undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference shall be designed to ensure that said studies and technical assistance are consistent with the Association's environmental and social safeguard policies.

E. Annual Work Plans and Budgets

1. Not later than October 30 in each calendar year, the Recipient shall, for the purpose of forwarding to the Association, cause the Project Implementing Entity to submit an annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of Project, of such scope and detail as the Association shall have reasonably requested, such plan to include an implementation schedule and budget and financing plan.
2. The Recipient shall cause the Project Implementing Entity to afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association ("Annual Work Plan and Budget"). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. The Recipient shall ensure that the Project is carried out in accordance with the Annual Work Plans and Budgets.
4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association's prior written approval.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient, through the PIE, 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 the indicators set forth in the PIM acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

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.

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2. Without limitation on the provisions of Part A of this Section, the Recipient cause the Project Implementing Entity to prepare and furnish to the Association not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have the Project Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.
4. The Recipient shall cause the Project Implementing Entity to: (i) appoint an independent auditor, with terms of reference and qualifications acceptable to the Association, in accordance with the provisions of Section III of this Schedule by not later than four (4) months as of the Effective Date; and (ii) procure and set an appropriate accounting software to ensure timely recording of financial information as well as timely production of quarterly and annual financial statements not later than three (3) months as of the Effective Date.

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.

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

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, subject to additional provisions provided in paragraph 3 below; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (e) Direct Contracting; and (f) Force Account.
3. **Additional Provisions for NCB.** The Additional Provisions for National Competitive Bidding are as follows:
 - (a) invitation to bid shall be advertised in at least one national newspaper with wide circulation, at least 30 days prior to the deadline for the submission of bids;
 - (b) foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders in the bidding process;
 - (c) bidding shall not be restricted to pre-registered firms;
 - (d) qualification criteria shall only concern a bidder's overall capability and financial capacity to perform the contract, taking into account objective and measurable factors. All qualification criteria shall be clearly specified in the bidding documents.
 - (e) bids shall be opened in public, immediately after the deadline for submission of bids;
 - (f) bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Association;
 - (g) before rejecting all bids and soliciting new bids, the Association's prior concurrence shall be obtained;
 - (h) contracts shall be awarded to the lowest evaluated and qualified bidder;
 - (i) no domestic preference shall be given for domestic bidders.

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- (j) fees charged for the bidding documents shall be reasonable and reflect only the cost of their printing and delivery to prospective bidders, and shall not be so high as to discourage qualified bidders.
- (k) any firm declared ineligible by the Association, based on a determination by the Association that the firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing an Association-financed contract, shall be ineligible to be awarded an Association-financed contract during the period of time determined by the Association; and
- (l) each contract financed from the proceeds of the Financing shall provide that the suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Association. The deliberate and material violation by the supplier, contractor or subcontractor of such provision may amount to obstructive practice.

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 methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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

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Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

| Category | Amount of the Credit Allocated (expressed in EUR) | Amount of the Grant Allocated (expressed in SDR) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|--|--|---|---|
| Goods, works, non-consulting services, consultants' services, Operating Costs and Training for the Project | 49,600,000 | 7,600,000 | 100% |
| TOTAL AMOUNT | 49,600,000 | 7,600,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2021.

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SCHEDULE 3

Repayment Schedule

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

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

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APPENDIX

Section I. Definitions

1. “Affected Person” means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood.
2. “Annual Work Plan and Budget” means the annual work plan and budget for the Project, as prepared by the Recipient and approved by the Association in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
6. “Energy Regulator” means the Recipient’s independent agency to be established and be responsible for: (i) regulating the electricity sub-sector and the downstream activities of the hydrocarbons sub-sector in accordance with the Recipient’s relevant legislation; (ii) adopting tariffs for the electricity sector; (iii) protecting the interest of the consumers and operators; (iv) ensuring healthy and fair competition; (v) promoting the efficient development of sub-sectors by ensuring, in particular, economic and financial balance and preservation of economic conditions for sustainability.
7. “Environmental and Social Impact Assessment” or “ESIA”, each means the study finalized and disclosed in country and at the Association Infoshop on October 16, 2015, that includes an assessment of the mitigation, enhancement, monitoring and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts.
8. “Environmental and Social Management Framework” or “ESMF”, a document in form and substance acceptable to the Association and prepared by the Project Implementing Entity dated October 16, 2015, 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.

9. "Environmental and Social Management Plan" or "ESMP" means an environmental and social management plan to be prepared by the PIE in accordance with the parameters and requirements laid down in the ESMF, and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement such measures.
10. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
11. "HV" means high voltage.
12. "LV" means low voltage.
13. "MEP" means the Recipient's Ministry of Energy and Petroleum, or any successor thereto.
14. "MV" means medium voltage.
15. "NIGELEC" means the Recipient's *Société Nigérienne d'Electricité*, a public company incorporated under the laws of the Recipient, responsible for the provision of electricity in the territory of the Recipient.
16. "Operating Costs" means the incremental costs arising under the Project on account of Project coordination, implementation and monitoring activities, including office supplies, vehicle operation and maintenance costs, utilities, communication charges, per diems and travel allowances, but excluding the salaries of the Recipient's civil service and sitting allowances.
17. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
18. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 4, 2015, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

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19. "Project Implementation Manual" or "PIM" means the manual adopted by NIGELEC pursuant to Article 5.01(b) to this Agreement and in accordance with the provisions of Section I.C of Schedule to the Project Agreement, that includes, *inter alia*, the implementation arrangements between NIGELEC and MEP, as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules to the PIM.
20. "Project Implementing Entity" or "PIE" means NIGELEC.
21. "Project Implementing Entity's Legislation" means NIGELEC's regulation (*Acte de l'Assemblée Constitutive*) dated July 20, 1968, for the establishment and operation of NIGELEC.
22. "Project Implementation Unit" or "PIU", each means the unit established within the Project Implementing Entity and responsible for the day-to-day management of Project's activities as referred to in Section I.A.2 of Schedule 2 to the Project Agreement.
23. "Resettlement Action Plan" or "RAP" means a resettlement action plan to be prepared by the PIE in accordance with the parameters and requirements laid down in the RPF, and acceptable to the Association, for compensation, resettlement and rehabilitation of Project Affected Persons, as such plan may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to each of the resettlement action plan.
24. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework finalized and disclosed in country and at the Association Infoshop on October 16, 2015, which includes the policies and procedures to be implemented in the event that specific activities implemented under the Project have a potentially negative impact on the livelihoods, assets and land of the affected population, as said framework may be amended and/or supplemented from time to time with the prior written agreement of the Association.
25. "Safeguards Instruments" means ESIA, ESMF, RPF, and any Supplemental Social and Environmental Safeguard Instruments.
26. "SCADA" means supervisory control and data acquisition.
27. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
28. "Supplemental Social and Environmental Safeguard Instrument" means any ESMP, RAP or other supplemental social and environmental safeguard instrument as may be required under the terms of the ESIA, ESMF or RPF.

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29. "Targeted Areas" means the cities of Niamey, Dosso, Maradi, Zinder, Tahoua, Tillaberi and Agadez of the territory of the Recipient, and any other cities as may be selected by the Recipient and the Association as targeted area on the basis of eligibility criteria described in the PIM.
30. "Training" means the expenses incurred by the Recipient for training of persons involved in Project-supported activities, based on annual budgets approved by the Association, such term including seminars, workshops, and study tours, and costs associated with such activity such as travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

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