

**CONFORMED COPY**

**CREDIT NUMBER 4410-NE**

# **Financing Agreement**

**(Local Urban Infrastructure Development Project)**

**between**

**REPUBLIC OF NIGER**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 26, 2008**

**CREDIT NUMBER 4410-NE**

**FINANCING AGREEMENT**

AGREEMENT dated June 26, 2008, entered into between the REPUBLIC OF NIGER (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to eighteen million three hundred thousand Special Drawing Rights (SDR 18,300,000) (variously, “Credit” and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are May 15 and November 15, in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is the Euro.

### **ARTICLE III — PROJECT**

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project 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 Additional Conditions of Effectiveness consist of the following:

- (a) The Recipient has adopted a Project Implementation Manual in form and substance satisfactory to the Association.
- (b) The Recipient has established a computerized information system for the financial management of the Project (including software customization, adoption of the Project Manual of Financial, Accounting and Administrative Procedures in form and substance satisfactory to the Association, training and short term assistance), in a manner satisfactory to the Association.
- (c) The Recipient has appointed a Project Coordinator with terms of reference, qualifications and experience satisfactory to the Association.

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

4.03. 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 years after the date of this Agreement.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

5.01. The Recipient's Representative is the Minister of the Recipient at the time responsible for finance.

5.02. The Recipient's Address is:

Minister of Economy and Finance  
Ministry of Economy and Finance  
B.P. 389  
Niamey  
Republic of Niger

Facsimile:

(227) 20 73 59 34

5.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS  
Washington, D.C.

248423 (MCI)

1-202-477-6391

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

**REPUBLIC OF NIGER**

**By /s/ Ali Mahaman Lamine Zeine**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Ousmane Diagana**

**Authorized Representative**

## SCHEDULE 1

### Project Description

The objective of the Project is to increase and sustain access of urban residents, particularly those living in deprived settlements, to basic infrastructure and services.

The Project consists of the following parts:

#### *Part A: Capacity Building*

Support the Recipient's efforts to build and consolidate management capacities for programming, implementing and managing urban infrastructure and services, including through:

- (1) support to local stakeholders in the Targeted Institutions by: (i) strengthening capacities for programming, implementing and managing basic infrastructures and services, including solid waste and income generating investments; (ii) enhancing procurement capacity and local governance in procurement; (iii) supporting preparation and implementation of maintenance programs for municipal infrastructure and equipments; and (iv) improving overall management at local level and ability to increase municipal revenues;
- (2) support to selected central government institutions active in the areas of urban development and decentralization by: (i) preparing, improving and disseminating planning and programming tools; and (ii) strengthening the urban development and decentralization frameworks; and
- (3) strengthening of the capacity of the private sector to implement public works and construction works, including on procurement, organization of works, internal controls, supervision, and management of environmental and social impacts.

#### *Part B: Municipal Investments*

Support the Recipient's efforts to upgrade infrastructure on the basis of City Agreements, in order to increase access to basic services in Niamey, Maradi and Dosso, primarily in low-income settlements and construct or rehabilitate infrastructure aimed at boosting local economic development, including through:

- (1) For the city of Niamey: (i) upgrading transport infrastructure in densely populated areas, (ii) improving access to important education and economic equipments, and (iii) carrying out small infrastructure works;
- (2) For the city of Maradi: (i) upgrading markets, (ii) constructing truck terminal, and (iii) carrying out selected small infrastructure works to improve living conditions in the low-income settlements; and
- (3) For the city of Dosso: (i) upgrading markets, (ii) constructing truck terminal, (iii) rehabilitating and extending primary drains, and (iv) carrying out selected small infrastructure works to improve living conditions in the low-income settlements.

*Part C: Project Implementation, Monitoring and Evaluation*

Support the Recipient's capacity and resources to: (i) implement, audit (financially and technically), monitor and evaluate the Project, and (ii) inform, educate and communicate on the Project.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

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

1. The Steering Committee, including representatives of the Recipient's office of the President, office of the Prime Minister, ministry responsible for urban affairs, housing and land registry, ministry responsible for interior, public health and decentralization, ministry responsible for economy and finance, the Targeted Institutions, and NIGETIP, shall be responsible for providing overall strategic guidance, overseeing Project implementation, reinforcing intersectoral coordination, approving work programs and budgets and reviewing implementation progress and audit reports.
2. Under the general supervision of the Steering Committee, the BNC shall be responsible for the overall Project coordination, including: (i) preparation of annual work programs, (ii) monitoring, reporting and evaluation of the Project, (iii) fiduciary aspects (with the involvement of the Targeted Institutions and NIGETIP for the activities carried out under Part B of the Project), and (iv) implementation, supervision and monitoring of environmental and social safeguards. The Recipient shall ensure that BNC has sufficient resources to efficiently coordinate the Project including, *inter alia*, the following staff with terms of reference, qualifications and experience satisfactory to the Association: a coordinator, a capacity building specialist, an infrastructure specialist, a procurement specialist, an administrative and financial officer and an accountant. The BNC shall report to the Steering Committee at least on a quarterly basis.
3. (a) The Targeted Institutions shall, each for its respective part, be responsible for the technical implementation of Part B of the Project, including programming, procurement of activities whose estimated cost does not exceed a ceiling which has been previously agreed upon in writing by the Association (as may be revised by the Association from time to time in writing), managing and maintaining investments, each in accordance with and subject to the terms and conditions of:



(i) City Agreements which shall be entered into between BNC and respectively: (A) the five Municipalities of Niamey for the implementation of Part B (1) of the Project, (B) the Urban Community of Maradi for the implementation of Part B (2) of the Project, and (C) the Municipality of Dosso for the implementation of Part B (3) of the Project, after approval by the Steering Committee, each in form and substance satisfactory to the Association, for the implementation of their respective investment and capacity building programs and the improvement of their respective overall management. Each City Agreement shall provide for adequate support and safeguard measures in the area of procurement including, *inter alia*, the selection of staff member within the Targeted Institution, who shall be in charge of the Targeted Institution's procurement activities, and contractual arrangements for selected activities; and

(ii) service agreements (*contrats de maîtrise d'ouvrage déléguée*) which shall be entered into between NIGETIP and respectively: (a) the five Municipalities of Niamey for the implementation of Part B (1) of the Project, (B) the Urban Community of Maradi for the implementation of Part B (2) of the Project, and (C) the Municipality of Dosso for the implementation of Part B (3) of the Project, each in form and substance satisfactory to the Association, for the implementation of selected procurement activities whose estimated cost exceeds the ceiling referred to in sub-paragraph (a) above, as described in the corresponding City Agreement.

(b) The Recipient shall ensure that no provision of the agreements referred to in (i) and (ii) of subsection (a) above is amended, abrogated or waived without the prior written approval of the Association.

4. BNC shall be responsible for the technical implementation of Parts A and C of the Project, in close collaboration with the Recipient's ministry responsible for urban affairs, housing and land registry with respect to Part A (2), and with NIGETIP with respect to Part A (3). The BNC shall provide the support of its staff to the Targeted Institutions for the establishment of their local procurement framework (procurement specialist and manual of local government procurement procedures).

## **B. Manuals**

1. The Recipient shall ensure the Project is implemented in accordance with the provisions of the Project Implementation Manual and Project Manual of Financial, Accounting and Administrative Procedures and, except as the

Association shall otherwise agree in writing, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned, in a manner which, in the opinion of the Association, may adversely and materially affect the implementation of the Project.

2. The Recipient shall ensure that:

(a) no service agreement referred to in Section I, paragraph (A)(3)(a)(ii) above shall be entered into between NIGETIP and a Targeted Institution before NIGETIP's manual of technical procedures (*Manuel de Procédures Techniques*) dated February 2005, has been revised in form and substance satisfactory to the Association ("Manual of Technical Procedures");

(b) thereafter, NIGETIP shall not amend, abrogate or waive any provision of its Manual of Technical Procedures in a manner which, in the opinion of the Association, may adversely and materially affect the implementation of the Project, and

(c) NIGETIP's activities under the service agreements referred to in sub-paragraph (A)(3)(a)(ii) above are carried out in accordance with NIGETIP's Manual of Technical Procedures.

**C. Safeguards**

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the Environmental and Social Management Framework and the Resettlement Policy Framework and, except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate, repeal, suspend or waive, or permit to be amended, abrogated, repealed, suspended or waived, any provision of the aforementioned.

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

**A. Project Reports**

1. (a) 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 the indicators set forth below in sub-paragraph (b) of this paragraph. 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) The performance indicators referred to above in sub-paragraph (a) consist of the following:

(i) Additional population in Project implementation area benefiting from all-year access to transportation;

(A) At the completion of the Project, the population in the Recipient's city of Niamey (including collectively the five Municipalities of Niamey) benefiting from all-year access to transportation has increased from 320,000 to 360,000;

(B) At the completion of the Project, the population in the Recipient's city of Maradi (including collectively the three Municipalities of Maradi) benefiting from all-year access to transportation has increased from 92,500 to 94,000;

(C) At the completion of the Project, the population in the Recipient's Municipality of Dosso benefiting from all-year access to transportation has increased from 27,500 to 28,000;

(ii) Additional population in Project implementation area benefiting from protection against periodic flooding;

(A) At the completion of the Project, the population in the Recipient's city of Niamey (including collectively the five Municipalities of Niamey) benefiting from protection from periodic flooding has increased from 0 to 2,000;

(B) At the completion of the Project, the population in the Recipient's city of Maradi (including collectively the three Municipalities of Maradi) benefiting from protection from periodic flooding has increased from 0 to 2,250;

(C) At the completion of the Project, the population in the Recipient's Municipality of Dosso benefiting from protection from periodic flooding has increased from 0 to 1,400;

(iii) Additional population in Project implementation area benefiting from access to water supply;

(A) At the completion of the Project, the population in the Recipient's city of Niamey (including collectively the five Municipalities of Niamey) benefiting from access to water supply has increased from 440,000 to 441,000;

(B) At the completion of the Project, the population in the Recipient's city of Maradi (including collectively the three Municipalities of Maradi) benefiting from access to water supply has increased from 163,000 to 164,000;

(C) At the completion of the Project, the population in the Recipient's Municipality of Dosso benefiting from access to water supply has increased from 28,000 to 29,500;

(iv) Additional population in Project implementation area benefiting from access to sanitation;

(A) At the completion of the Project, the population in the Recipient's city of Niamey (including collectively the five Municipalities of Niamey) benefiting from access to sanitation has increased from 0 to 850;

(B) At the completion of the Project, the population in the Recipient's city of Maradi (including collectively the three Municipalities of Maradi) benefiting from access to sanitation has increased from 0 to 1,000;

(C) At the completion of the Project, the population in the Recipient's Municipality of Dosso benefiting from access to water supply and sanitation has increased from 0 to 2,250;

(v) At the completion of the Project, the additional financial resources collected by the Urban Community of Maradi on markets and truck terminals has increased from CFAF 83,000,000 to CFAF 175,000,000; and

(vi) At the completion of the Project, the additional financial resources collected by the Municipality of Dosso on markets and truck terminals has increased from CFAF 12,000,000 to CFAF 85,000,000.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than July 15, 2013.

**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. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five 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 under the first of the Project Preparation Advances was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Goods and Works.** All goods and works 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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods and Works**

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

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

<b>Procurement Method</b>
(a) <i>National Competitive Bidding</i> (*)
(b) <i>Shopping</i>
(c) <i>Direct Contracting</i>

(\*) Subject to the provisions listed in (i) to (x) below.

- (i) Article 03 of the Procurement Code shall not apply.
- (ii) The obligation to provide evidence that the bidder has satisfied all its tax obligations to the Recipient as a condition to make a proposal for the procurement of works, goods and non consulting services (notwithstanding any contrary provisions of article 10 of the Procurement Code) shall only apply to national bidders.
- (iii) The obligation to provide a certificate of eligibility as a condition to make a proposal for the procurement of works shall only apply to national bidders (notwithstanding any contrary provisions of article 11 of the Procurement Code); the eligibility criteria for international bidders shall be limited to those included in the bidding documents.

- (iv) The division of expenditures in accordance with article 34 of the Procurement Code shall be subject to Prior Review by the Association.
- (v) The national preference provided for by article 36 of the Procurement Code shall not apply.
- (vi) In addition to the provision of article 40 of the Procurement Code, the short list of bidders shall be subject to Prior Review by the Association.
- (vii) Each contract procured through direct contracting in accordance with article 42 of the Procurement Code shall be subject to Prior Review by the Association.
- (viii) The amount of the bidder's guarantee provided for in article 79 of the Procurement Code shall be determined as a percentage (1 to 2%) of the estimated cost of the contract.
- (ix) No representatives of the private sector or of the donors shall be included in the Recipient's committee for bid evaluation and award despite the provisions of Articles 3, 15 and 26 of the Recipient's *arrêté* 113 dated October 10, 2006.
- (x) The conditions of application of the various methods of procurement under the National Competitive Bidding shall be determined in the Procurement Plan (notwithstanding any contrary provisions of articles 5 and 7 of Recipient's *arrêté* 270/CAB/PM/ARMP, dated October 24, 2007).

### **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.

<b>Procurement Method</b>
(a) <i>Least Cost Selection</i>
(b) <i>Selection Under a Fixed Budget</i>
(c) <i>Selection Based on Consultant's Qualifications</i>
(d) <i>Single Source Selection</i>
(e) <i>Individual Consultants</i>

- 3. Shortlist including national consultants only.** The shortlist for the selection of consultants for each contract for consultants' services estimated to cost the equivalent of \$100,000 or less may include national consultants only, pursuant to paragraph 2.7 of the Consultant Guidelines.

**D. Review by the Association of Procurement Decisions**

1. Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) each contract for works estimated to cost the equivalent of \$1,000,000 or more; (b) each contract for goods estimated to cost the equivalent of \$500,000 or more; (c) each contract for works, goods or non consulting services procured on the basis of Direct Contracting; (d) the first two contracts for works, goods or non consulting services procured on the basis of each procurement method irrespective of the estimated cost of such contract; (e) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; (f) each contract for consultants' services provided by an individual estimated to cost the equivalent of \$50,000 or more; (g) each contract for consultants' services procured on the basis of Single Source Selection; (h) the first two contracts for consultants' services procured on the basis of each selection method irrespective of the estimated cost of such contract.
  
2. Except as the Association shall otherwise determine by notice to the Recipient, the terms of reference for each contract for consultants' services estimated to cost the equivalent of \$5,000 or more shall be subject to the Association's Prior Review.



3. Except as the Association shall otherwise determine by notice to the Recipient, the following contract amendments shall be subject to Prior Review by the Association: (a) each amendment to any contract for works, goods, non consulting services or consultant's services resulting in reaching or exceeding the threshold for Prior Review set in paragraph (1) above; and (b) each amendment to any contract for works, goods, non consulting services or consultant's services resulting in an increase of the initially estimated cost of such contract by more than 15%.
4. All Training activities will be carried out on the basis of annual programs submitted annually for the prior approval of the Association. Said annual programs shall identify the general framework of the Training and similar activities for the year, and include: (a) the type of Training; (b) the personnel to be trained; (c) the institution which will conduct the Training; (d) the estimated cost of the Training; (e) the duration of the proposed Training; (F) the location of the Training; and (g) the outcome and impact of the Training.
5. All other contracts shall be subject to Post Review by the Association.

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

##### **A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), (a) to repay the Project Preparation Advance in accordance with Section 2.07 of the General Conditions, and (b) 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:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works and consultants' services for the Project, including Training, Operating Costs and audits	17,700,000	100%
(2) Refund of Project Preparation Advance	600,000	Amount payable pursuant to Section 2.07 of the General Conditions
<b>TOTAL AMOUNT</b>	18,300,000	

**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 January 15, 2013.

**Section V. Other Undertakings**

- A.** No later than three (3) months after the Effective Date, or such later date as agreed in writing by the Association, the Recipient shall have recruited and signed under contract an external auditor for the Project, with terms of reference, qualifications and experience satisfactory to the Association.
- B.** No later than twenty-four (24) months after the Effective Date, or such later date as may be agreed upon in writing by the Recipient and the Association, the Recipient and the Association shall carry out a mid term review of the Project, covering the progress achieved in the implementation of the Project. The Recipient shall prepare under terms of reference satisfactory to the Association, and furnish to the Association three (3) months prior to the beginning of such mid term review of the Project, or such other date as may be agreed in writing by the Association, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the

carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives of the Project during the period following such date.

- C.** No later than twenty four (24) months after the Effective Date, or such later date as may be agreed upon in writing by the Recipient and the Association, the Recipient shall have designed a national framework for supporting city development, in form and substance satisfactory to the Association, including *inter alia*: (i) a draft law on public contracts management and delegation (*maîtrise d'ouvrage publique*), (ii) a global framework for the provision of assistance to local authorities, and (iii) a mechanism of mobilizing and transferring financial resources to Municipalities.
- D.** No later than twenty-four (24) months after the Effective Date, or such later date as may be agreed upon in writing by the Recipient and the Association, the Recipient shall assess the improvement of the Targeted Institutions' capacities in the area of procurement.

**SCHEDULE 3****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each May 15 and November 15	
commencing November 15, 2018 to and including May 15, 2028	<b>1%</b>
commencing November 15, 2028 to and including May 15, 2048	<b>2%</b>

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

## APPENDIX

### Definitions

1. “BNC” means the coordination unit (“*Bureau National de Coordination de la mise en œuvre du Projet de Développement des Infrastructures Locales*”), established by the Recipient by *arrêté* 26/PM dated March 10, 2008, for the purpose of coordinating the implementation of the Project, in accordance with terms and conditions further described in said *arrêté*.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “CFAF” means the lawful currency of the African Financial Community.
4. “City Agreement” means an agreement (*Contrat de Ville*) to be entered into between BNC and a Targeted Institution for the implementation of Part B of the Project, in form and substance satisfactory to the Association.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004, as revised in October 2006.
6. “Environment and Social Management Framework” means the document entitled “*Cadre de Gestion Environnementale et Sociale*” prepared by Laouali Garba at the request of the Recipient and dated May 2007.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
8. “Municipality” means a municipality on the Recipient’s territory, created in accordance with the Recipient’s law no. 2002-013 of June 11, 2002 on decentralization.
9. “NIGETIP” means the *Agence Nigérienne de Travaux d’Intérêt Public pour l’Emploi*, a legal entity created on May 3, 1990, governed by the Recipient’s ordinance no. 84-06 of March 1, 1984 as modified and completed by the Recipient’s law no. 91-06 of May 20, 1991, and operating in accordance with NIGETIP’s governing document (*statuts*) revised and adopted by its extraordinary general meeting of January 16, 2008

10. “Operating Costs” means the incremental operating expenses, based on annual budgets approved by the Association, incurred by BNC on account of the Project implementation, management, monitoring and evaluation, including rent for buildings; office, vehicles, office equipment and other operation and maintenance costs; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.
11. “Procurement Code” means the Recipient’s procurement law entitled “*Code National des Marchés Publics*” adopted by Ordinance no. 2002-007 dated September 18, 2002.
12. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004, as revised in October 2006.
13. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 3, 2008 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
14. “Project Implementation Manual” means the Recipient’s guidelines and procedures, in form and substance satisfactory to the Association, to be adopted by the Recipient and used for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, social and environmental safeguards, and other provisions related to the institutional organization, as such guidelines and procedures may be amended from time to time in prior written agreement with the Association, and such term includes any schedule to the Project Implementation Manual.
15. “Project Manual of Financial, Accounting and Administrative Procedures” means the Recipient’s manual, in form and substance satisfactory to the Association, containing financial, administrative and accounting procedures applicable to the Project, as such manual may be amended from time to time in prior written agreement with the Association, and such term includes any schedule to the Project Manual of Financial, Accounting and Administrative Procedures.
16. “Project Preparation Advances” means the advances referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to: (i) the letter agreement signed on behalf of the Association on August 21, 2006 and on behalf of the Recipient on September 1, 2006, and

(ii) the letter agreement signed on behalf of the Association on April 16, 2008 and on behalf of the Recipient on May 7, 2008.

17. “Resettlement Policy Framework” means the document entitled “*Cadre de Politique de Réinstallation des Populations (CPRP)*” prepared by Abdoulaye Sene at the request of the Recipient and dated July 2007.
18. “Steering Committee” means the steering committee (“*Comité de Pilotage de la mise en œuvre du Projet de Développement des Infrastructures Locales*”) established by the Recipient by *arrêté* 27 dated March 10, 2008, for the purpose of providing general guidance and monitoring of the implementation of the Project, in accordance with terms and conditions further described in said *arrêté*.
19. “Targeted Institutions” means collectively the five Municipalities of Niamey, the Urban Community of Niamey, the three Municipalities of Maradi, the Urban Community of Maradi, and the Municipality of Dosso.
20. “Training” means the training of persons involved in Project-supported activities, based on annual budgets approved by the Association, such term including seminars, workshops, conference and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation.
21. “Urban Community” means an urban community on the Recipient’s territory, created in accordance with the Recipient’s laws no. 2002-015 of June 11, 2002 in the case of Niamey, and no. 2002-016 of June 11, 2002 in the case of Maradi.