



RESTRUCTURING PAPER
ON A
PROPOSED PROJECT RESTRUCTURING
OF
SINT MAARTEN EMERGENCY RECOVERY PROJECT I
APPROVED ON JULY 10, 2018
TO
GOVERNMENT OF SINT MAARTEN

SOCIAL, URBAN, RURAL AND RESILIENCE GLOBAL PRACTICE

LATIN AMERICA AND CARIBBEAN

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ABBREVIATIONS AND ACRONYMS

ARAP	Abbreviated Resettlement Action Plan
BP	Bank Policy
CMU	Country Management Unit
CCRIF	Caribbean Catastrophe Risk Insurance Facility (CCRIF)
EMP	Environmental Management Plan
ERP-I	Emergency Recovery Project I
ESMP	Environmental and Social Management Plan
FY	Fiscal Year
FM	Financial Management
GA	Grant Agreement
GEBE	Gemeenschappelijke Energiebedrijf Bovenwindse Eilanden (Sint Maarten power and water utility)
GRM	Grievance Redress Mechanism
HRA	Hazard Risk Assessment
IDA	International Development Association
IFR	Interim Financial Report
IPF	Investment Project Financing
IRC	Interim Recovery Committee
NRPB	National Recovery Program Bureau
PAP	Project Affected People
PAD	Project Appraisal Document
PIU	Project Implementation Unit
PDO	Project Development Objective
POM	Project Operations Manual
RVP	Regional Vice President
SMHDF	Sint Maarten Housing Development Foundation
SXM	Sint Maarten
SXM TF	Sint Maarten Hurricane Irma Recovery, Reconstruction and Resilience (SXM TF)
US\$	United States Dollar
VROMI	Ministry of Public Housing, Spatial Planning, Environment and Infrastructure
VSA	Ministry of Social Affairs and Health
WBG	World Bank Group
WFA	World Bank Group Financial Operations



BASIC DATA

Product Information

Project ID P167339	Financing Instrument Investment Project Financing
Original EA Category Partial Assessment (B)	Current EA Category Partial Assessment (B)
Approval Date 10-Jul-2018	Current Closing Date 01-Jun-2023

Organizations

Borrower Government of Sint Maarten	Responsible Agency National Recovery Program Bureau
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Project Development Objective (PDO)

Original PDO

The Project Development Objective (PDO) is to contribute to Sint Maarten's immediate emergency recovery needs and strengthen institutional capacity to manage resilient recovery and reconstruction.

Summary Status of Financing

Ln/Cr/Tf	Approval	Signing	Effectiveness	Closing	Net Commitment	Disbursed	Undisbursed
TF-A8079	10-Jul-2018	11-Jul-2018	18-Jul-2018	01-Jun-2023	55.20	10.60	44.60

Policy Waiver(s)

Does this restructuring trigger the need for any policy waiver(s)?

No



I. PROJECT STATUS AND RATIONALE FOR RESTRUCTURING

A. Introduction

1. The purpose of this paper is to restructure the Sint Maarten Emergency Recovery Project I (ERP-I, P167339), (a) to allow financing resettlement compensations to beneficiaries for temporary resettlement under the roof repair programs, (b) to broaden the scope of the government-led roof repairs program, (c) to include goods and services as eligible costs for retroactive financing, and (d) to update legal conditions and legal covenants, and adjust withdrawal categories.

B. Background

2. The ERP-I is the first project approved under the World Bank Netherlands Trust Fund for Sint Maarten Hurricane Irma Recovery, Reconstruction and Resilience (SXM TF). The total project cost is US\$ 55.2 million, all of which is financed by the SXM TF. The Project was prepared in a very short time frame and adjustments are needed to facilitate its implementation.

3. The Project Development Objective (PDO) of the ERP-I is to contribute to Sint Maarten's immediate emergency recovery needs and to strengthen institutional capacity to manage resilient recovery and reconstruction. The Project consists of four components:

- (a) Component 1: Emergency measures for the recovery of disaster first responders and preparedness facilities;
- (b) Component 2: Restore and increase resilience of utilities services after Hurricane Irma;
- (c) Component 3: Housing and public buildings repair and reconstruction; and
- (d) Component 4: Institutional support for reconstruction.

C. Status of implementation

4. The Project's Grant Agreement was signed on 12 July 2018 and the Project became effective on 18 July 2018. Early efforts concentrated on putting administrative and financial systems in place for project implementation. A first disbursement was made early September 2018 to fund Sint Maarten's membership and coverage under the Caribbean Catastrophe Risk Insurance Facility (CCRIF), which will give the Country access to immediate payouts in the case of eligible emergencies. Resources were made available to the Designated Account on 30 July 2018. The project is currently rated Satisfactory for its Development Objectives and its Implementation Progress. It is scheduled to be rated again before the month of April.

5. The bulk of the Project's activities consists of goods procurement and works contracts for urgent interventions. These have seen a slower startup than originally projected during the first 6 months of operation, due to (i) the need to



establish collaboration structures between Sint Maarten and the World Bank from scratch, (ii) limited Government capacity to provide adequate technical inputs, (iii) the capacity challenges faced by the Interim Recovery Committee (IRC) despite supplementation with consultants and hands-on support from the World Bank, (iv) a longer time frame than expected to put in place the National Recovery Program Bureau (NRPB) to oversee and direct project implementation, and (v) the need to source materials from outside the island and the limited market response to offer local bids for works.

6. However, implementation is gaining momentum and is expected to accelerate through the first half of 2019. As of January 2019, the Director of the NRPB is in place and, with support from IRC, staff hiring has accelerated. The IRC continues to support NRPB in project management during this transition with dedicated and competent (but too few) civil servants, while hands-on technical support from the World Bank has been increased to support the counterparts in the past months. Familiarity with methods and processes for procurement of goods and works is improving, but market constraints remain due to the small size of the local market, limited competition, high prices, and increased demand for reconstruction materials and skills in the region. Lack of familiarity of the local construction sector with World Bank requirements is being addressed through training and additional efforts are being made to attract international interest.

D. Rationale for Restructuring

7. The client requested an early project restructuring on January 29, 2019. The project was processed under emergency procedures in accordance with paragraph 12 of Section III of the Bank Policy on Investment Project Financing (IPF) and the Bank authorized the deferral of safeguards instruments for the project to the implementation phase. Due to the emergency nature of preparation, the detail of some project activities was not fully developed during preparation and new issues and demands for support have emerged during implementation. These include the need to undertake and finance resettlement costs under the roofing program, as well as additional activities for retroactive financing. In addition, as certain legal conditions have been met, the restructuring proposes to adjust the withdrawal categories and update the legal conditions and covenants.

8. **Financing the temporary resettlement compensation costs.** Component 3 of the Project finances (a) repairs of roofs of eligible¹ private houses under a government-led roof repair program, and (b) repairs of houses managed by the Sint Maarten Housing Development Foundation (SMHDF). It has been confirmed that both programs require some temporary resettlement. As the Government of Sint Maarten lacks the resources in this time of crisis to provide compensations in line with the standards of World Bank OP 4.12, Involuntary Resettlement, it has requested and the Bank has agreed that the project finance these resettlement costs in accordance with Bank policy on December 3, 2018. The proposed restructuring would therefore include an amendment to the GA to include resettlement support under Component 3.

9. **Broadening the scope of housing repairs.** The current scope of work of the government-led roof repairs (sub-component 3.1) is limited to minor repairs. However, a technical assessment of a pilot batch of houses has identified the need to significantly extend the scope of repairs to (i) include new construction of houses damaged beyond repairs, and

¹ Eligibility criteria targets poor and vulnerable households who have no or limited means to repair their roofs.



(ii) bring damaged houses to waterproof and livable condition, that is, to include the replacement of roof frames, repairs of windows and doors, patching and painting etc.

10. IRC/NRPB will set clear technical health and safety criteria, acceptable to the Bank, to determine whether the damage to the houses can be repaired or require complete reconstruction. In the latter case, IRC/NRPB will come up with relevant standard designs, acceptable to the Bank, and taking into account the baseline situation (e.g. same location, similar size of the house and construction materials and techniques). The broadening of the housing repairs does not entail substantial changes to the environmental and social safeguards. The ESMP will be amended to foresee any additional arrangement necessary to complete the reconstruction of the houses.

11. In addition, the sub-component description in the Grant Agreement is described as “Provision of support to VROMI² to make minor repairs, with improved technical standards, to roofs of damaged houses of the most vulnerable households”. As such it specifies that support is granted to VROMI only, while in practice, the PIU (IRC/NRPB) and the Ministry of Social Affairs and Health (VSA) also have a prominent role in the implementation of program. The description will therefore need to remove the specific reference to VROMI, and replace it by a generic reference to the Recipient.

12. ***Including retroactive financing of goods and services.*** The project’s original provisions foresee the retroactive financing of eligible works. However, many post-hurricane recovery activities were conducted before project approval and included expenditures for goods and services (both consulting and non-consulting). These activities are aligned with the PDO of Project. The proposed restructuring amends the GA to extend retroactive financing to such expenditures.

13. ***Removing certain disbursement conditions for civil works*** (Withdrawal Category 2 and Category 3 in the current Grant Agreement) (sub-components 1.1, sub-components 2.1 and 2.2, sub-components 3.1, 3.2, and 3.3 in the PAD). A disbursement condition for Category 2 and 3 under the current GA is not needed anymore and will be removed by this Restructuring. This condition stipulates that the financing of civil works is not allowed “until the relevant Borrower Safeguard Instruments have been adopted, made public, and incorporated into the Project Operations Manual”. Due to the emerging need for temporary resettlement for activities such as roof repairs, which will be tendered in batches, Abbreviated Resettlement Action Plans (ARAPs) will need to be developed, disclosed, consulted and approved for each batch. However, pursuant to the above condition the last ARAP would have to be prepared and disclosed, and any displaced persons compensated, before any works at all could be undertaken, holding up many activities. Recognizing (i) that the Environment and Social Management Plan (ESMP), the other key instrument to which this disbursement condition refers, was prepared, cleared by the Bank and disclosed on December 14, 2018; (ii) that the obligation of the client remains to disclose, consult and approve an ARAP commensurate with Bank Policy for each set of works before any works to which that ARAP pertains can start; and (iii) that for government-led roof repair activities (sub-component 3.1 in the PAD and related Withdrawal Category 3 in the GA), the selection criteria for individual households have been agreed between the IRC, VROMI, VSA, and the World Bank, the withdrawal condition for the disbursement of the works category will be removed through this restructuring. The Bank’s implementation team will attentively supervise the application of all safeguard requirements.

² Ministry of Public Housing, Spatial Planning, Environment and Infrastructure



14. **Adding a Project Management activity to Component 4.** In order to supplement the client's limited capacity, the restructuring will add the provision of project management support, implementation and supervision. This includes undertaking technical assessment and study, engineering designs, and conducting supervision for works etc., as well as providing support needed to meet fiduciary and safeguards requirements of the World Bank.

II. DESCRIPTION OF PROPOSED CHANGES

15. Key changes to the project design include (a) modifying the scope of Component 3 and 4, by including resettlement compensation under Component 3, and a cross-component project management activity under Component 4; (b) extending retroactive financing to goods and services; and (c) modifying withdrawal categories and removing some of the withdrawal conditions.

A. Components and Costs

16. **Resettlement compensation costs.** An estimated US\$1.7 million is proposed to be allocated under Component 3 to finance the resettlement compensation under the roof repairs programs through Cash Compensation and Assistance.

17. The details on how the resettlement will be arranged, the means and amount of compensation, and calculation methods for the compensation to PAPs will be described in the respective ARAPs which will be incorporated in the Project Operations Manual (POM) once finalized. At the time when the project restructuring is being processed, the SMHDF ARAP has been shared for consultation with the SMHDF beneficiaries and a first ARAP for the government-led roof repairs has been prepared and is ready for consultation with PAPs.

18. For the government-led roof repairs activity, it is foreseen that cash compensation will be provided for the PAPs to rent alternative housing, based upon the size of the households, and to cover moving costs and temporary storage of household goods for the duration of the repairs. Special assistance compensation is also foreseen in case of disabilities or specific vulnerabilities. The payment will be issued directly from IRC/NRPB to PAPs. With respect to the repairs of the units of the SMHDF, tenants will be provided with temporary housing by the SMHDF. Upon the provision of evidence acceptable to the Bank, the Project, through IRC/NRPB, will pay the costs of temporary resettlement to SMHDF, on behalf of the PAPs.

19. IRC/NRPB, with inputs from VSA, will produce bi-annual monitoring reports including information on the implementation of the RAP. These reports will be reviewed by the Bank and supported by field visits in Project areas, and findings on resettlement will be recorded in the Project's Implementation Status and Results Reports (ISRs). Throughout Project implementation, IRC/NRPB will also compile appropriate data on physical displacement/relocation, economic displacement, summary of the total number of PAPs, and disaggregated data on related works. All data should be gender disaggregated.



20. The description of project activities under Component 3 will include “Cash Compensation and Assistance for resettlement compensation”. To facilitate the monitoring of the expenditures related with resettlement compensation, namely cash payments and assistance, and other expenditures caused by involuntary resettlement financed under the Project, Interim Financial Reports (IFRs) will be customized to provide relevant information of these expenditures.

21. **The scope of housing repairs.** The description of eligible activities under sub-component 3.1 Roof Repair Program in the PAD is modified as follows: “making repairs to, and reconstruction of, damaged houses of the most vulnerable households selected based on administrative, socio-economic and economic criteria and procedures acceptable to the World Bank, and with improved technical standards”. The description will also remove the specific reference to VROMI as specific beneficiary of the support provided, as per the rationale section above. The GA will be amended accordingly. This adjustment does not require any environmental/social safeguards change or any change to the implementation arrangements.

22. **Program Management activity under Component 4 in the PAD.** A Program Management activity under Component 4 is added, which reads: “Project Management and Implementation Support”. This additional activity will support IRC/NRPB on project management and implementation support, and provide the needed supplemental technical capacity, including carrying out technical assessment, engineering designs, preparation of tendering documents, and supervision of works contracts etc. It will also support the PIU on activities to help meet fiduciary and safeguards requirements.

B. Disbursement Categories

23. The only actual disbursements, at the time this restructuring was processed, are those related to the CCRIF payments (premium and participation fees under current Withdrawal Category 1 in the GA). For accounting purposes, and due to the fact that the Project already disbursed from this category without any retroactive-financing, these actual disbursements will remain charged to the current Category 1, which will be kept as is. No further disbursements will be made from this Category. Going forward, a new Category 2, financing mostly the same activities as the existing Category 1, plus the new activity added under Component 4 (sub-Part 4 (d) in GA) of the project, with a retroactive financing clause associated, will replace the existing Category 2, which has no disbursement. The Project will have a new, re-named Category 3 – for works under the respective sub-components, merging current disbursement Categories 2 and 3, and for Cash Compensation and Assistance under Component 3 (Part 3 in GA).

C. Other changes – Withdrawal conditions

24. **Retroactive financing conditions.** Through the restructuring, retroactive financing for expenditures covered under the new withdrawal Category 2 – other than the insurance participation fee and premiums – will be allowed up to a maximum amount of US\$ 5,000,000 for eligible costs paid on or after December 13, 2017 up to the date of the Grant Agreement.



25. With respect to the current (that is pre-amendment) withdrawal Category 2 and Category 3, both covering works, the requirement that an Environmental and Social Safeguards Audit for all works proposed for retroactive financing needs to be carried out, will be removed as part of the restructuring. The carrying out of Environmental and Social Safeguards Audits to determine the eligibility of retroactively financed activities remains. However the condition is being removed to ensure that the carrying out of audits of specific works under Project will not hold up the disbursement of other expenditures under the disbursement category that have a satisfactory Environmental and Social Safeguards Audit, or that are not subject to that condition for disbursement. In lieu of having that condition for the retroactive financing of works, a new legal covenant is introduced to the Grant Agreement to ensure that only works that have completed an Environmental and Social Safeguards Audit satisfactory to the World Bank are eligible for retroactive financing.

26. The merging of all works into one withdrawal category (new Category 3) will allow for the retroactive financing of all works (not including Cash Compensation and Assistance) up to a maximum amount of US\$ 5,000,000 to expenditures paid on or after December 13, 2017. To better monitor the disbursement of retroactive financing, the project team will provide confirmation of clearance from both Procurement and Safeguards (in the case of works) before such withdrawal application can be approved.

27. **Updates of legal covenants.** A new covenant will be introduced to the Safeguards section of Schedule 2 to the Grant Agreement that states: “The Recipient shall request retroactive financing of expenditures incurred for civil works under the Project only (a) for contracts determined by the World Bank to be compliant with Section III.B of Schedule 2 to this Agreement, and (b) after the Recipient has carried out an Environmental and Social Safeguards Audit, satisfactory to the World Bank, showing full compliance of the pertinent obligations set forth in this Agreement, as applicable to each Eligible Expenditure”.

III. SUMMARY OF CHANGES

	Changed	Not Changed
Components and Cost	✓	
Reallocation between Disbursement Categories	✓	
Disbursements Arrangements	✓	



Legal Covenants	✓	
Other Change(s)	✓	
Implementing Agency		✓
DDO Status		✓
Project's Development Objectives		✓
Results Framework		✓
Loan Closing Date(s)		✓
Cancellations Proposed		✓
Disbursement Estimates		✓
Overall Risk Rating		✓
Safeguard Policies Triggered		✓
EA category		✓
Institutional Arrangements		✓
Financial Management		✓
Procurement		✓
Implementation Schedule		✓
Economic and Financial Analysis		✓
Technical Analysis		✓
Social Analysis		✓
Environmental Analysis		✓

IV. DETAILED CHANGE(S)**COMPONENTS**

Current Component Name	Current Cost (US\$M)	Action	Proposed Component Name	Proposed Cost (US\$M)
Emergency measures for the recovery of disaster first responders and preparedness facilities	14.75	No Change	Emergency measures for the recovery of disaster first responders and preparedness facilities	14.75
Restore Utilities Services after Hurricane Irma	11.60	No Change	Restore Utilities Services after Hurricane Irma	11.60



Housing Repair and Public Buildings Repair and Reconstruction	19.85	No Change	Housing Repair and Public Buildings Repair and Reconstruction	19.85
Institutional Support for Reconstruction	9.00	No Change	Institutional Support for Reconstruction	9.00
TOTAL	55.20			55.20

REALLOCATION BETWEEN DISBURSEMENT CATEGORIES

	Current Allocation	Actuals + Committed	Proposed Allocation	Financing % (Type Total)	
				Current	Proposed
TF-A8079-001 Currency: USD					
iLap Category Sequence No: 1		Current Expenditure Category: GO,NCS,CS,TR,OP,PART FEE,PREMIUM: Parts 1 (a) (iv), 1 (b), 1 (c), 2 (c), 3 (b) (ii), and 4 (a)-(c)			
	19,450,000.00	1,363,711.00	1,363,711.00	100.00	100.00
iLap Category Sequence No: 2		Current Expenditure Category: GO,NCS,CS,TR,OP,PART FEE,PREMIUM: Parts 1 (a) (iv), 1 (b), 1 (c), 2 (c), 3 (b) (ii), and 4 (a)-(d)			
	28,750,000.00	0.00	18,086,289.00	100.00	100.00
iLap Category Sequence No: 3		Current Expenditure Category: Works: Parts 1 (a) (i)-(iii), 2 (a)-(b), 3 (a), 3 (b) (i), 3 (c), and Cash Compensation and Assistance: Part 3			
	7,000,000.00	0.00	35,750,000.00	100.00	100.00
Total	55,200,000.00	1,363,711.00	55,200,000.00		

LEGAL COVENANTS

Loan/Credit/TF	Description	Status	Action
TF-A8079	Grant Agreement (GA), Schedule 2, Section I.A.1. The Recipient shall maintain throughout Project implementation, with composition, resources, terms of reference and functions acceptable to the World Bank,	Complied with	No Change



	<p>the IRC and, subsequently, the NRPB, to be responsible for: (a) the implementation of the Recipient’s National Recovery and Resilience Plan and specifically to manage the program of projects financed by the Trust Fund, and (b) the management, coordination and implementation of the Project.</p>		
TF-A8079	<p>GA, Schedule 2, Section I.A.2. In carrying out Part 1 (b) (iii) of the Project, the Recipient, through its Council of Ministers, shall identify the ministries and agencies to receive replacement priority vehicles based on the most urgent need, acceptable to the World Bank.</p>	Not yet due	No Change
TF-A8079	<p>GA, Schedule 2, Section I.A.3 and I.B.1. By not later than sixty (60) days after the date of this Agreement, to facilitate the carrying out of Part 2 of the Project, the Recipient shall execute a subsidiary agreement with GEBE, and shall cause GEBE to maintain, at all times during the execution and until completion of the Project, responsibilities, structure and functions satisfactory to the World Bank and with adequate resources and with adequate qualifications, for the purposes of carrying out its responsibilities under the Project.</p>	Not complied with	No Change
TF-A8079	<p>GA, Schedule 2, Section I.A.4. In carrying out Part 3 (a) of the Project, the Recipient, through VSA, shall select beneficiaries in accordance with selection criteria and processes acceptable to the World Bank, and such criteria and processes shall be set forth in the POM once their acceptability have been confirmed by the World Bank.</p>	Expected soon	No Change
-	<p>GA, Schedule 2, Section I.A.5 and I.B.2. By not later than sixty (60) days after the date of this Agreement, to facilitate the carrying out of Part 3 (b) of the Project, the Recipient shall execute a subsidiary agreement with SMHDF, and shall cause SMHDF to maintain, at all times during the execution and until completion of the Project, responsibilities, structure and functions satisfactory to the World Bank and with adequate resources and with adequate qualifications, for the</p>	Complied with	No Change



	purposes of carrying out its responsibilities under the Project.		
-	GA, Schedule 2, Section I.A.6. In carrying out Part 4 (c) of the Project, the Recipient shall make the proceeds of the Grant available to the CCRIF, pursuant to a participation agreement and an insurance agreement executed by the Recipient and the CCRIF.	Complied with	No Change
-	GA, Schedule 2, Section I.A.7. The Recipient shall appoint or ensure the appointment of representatives to, and ensure the appropriate participation in and support of, the Program Steering Committee..	Complied with	No Change
-	GA, Schedule 2, Section I.C. By not later than fourteen (14) days after the date of this Agreement, the Recipient shall have finalized the POM, in substance and form, and in a manner acceptable to the World Bank.	Complied with	No Change
-	GA, Schedule 2, Section I.D. The Recipient shall prepare and furnish to the World Bank not later than April 1st of each year during the implementation of the Project, a proposed Annual Work Plan and Budget, afford the World Bank a reasonable opportunity to exchange views with the Recipient, and ensure that the Project is implemented with due diligence during said following year.	Not yet due	No Change
-	GA, Schedule 2, Section I.E.1. Not later than thirty (30) days after the date of this Agreement, the Recipient shall, after proper public consultation, adopt and publicly disclose an Environmental Management Plan, and any Abbreviated Resettlement Action Plan(s) (“ARAP(s)”) and Hazard Risk Assessment(s), for the Project, and thereafter incorporate and maintain Safeguard Instruments in the POM, all to the satisfaction of the World Bank.	Partially complied with	No Change



-	GA, Schedule 2, Section I.E.4. Civil works under the Project shall begin: (a) only after the requisite Borrower Safeguard Instruments have been prepared, properly consulted on, adopted and publicly disclosed; and (b) in the case of any Involuntary Resettlement, only after the respective Displaced Persons have been compensated in accordance with the relevant ARAP(s).	Not yet due	No Change
-	GA, Schedule 2, Section I.E.5. In carrying out Parts 1 and 2 of the Project, the Recipient shall ensure that the activities involve no land acquisition or Involuntary Resettlement, and shall immediately inform the World Bank of any circumstances that have arisen or that may arise concerning: (a) the Recipient's legal possession of a proposed or selected site; or (b) the possibility of Involuntary Resettlement on a proposed or selected site, recognizing that any civil works related to Parts 1 and 2 of the Project that are carried out under such circumstances shall not be eligible for Grant financing under this Agreement.	Complied with	No Change
-	GA, Schedule 2, Section I.E.10. By not later than thirty days (30) days following the Effective Date, the Recipient shall establish, and thereafter maintain and publicize throughout Project implementation, a Project feedback and grievance redress mechanism, in form and substance satisfactory to the World Bank.	Complied with	No Change
-	GA, Schedule 2, Section I.E.11. The Recipient shall: (a) not later than five (5) calendar days after the occurrence of a Significant Event, inform the World Bank by any electronic means of the nature of the incident, accident, or circumstance and any effect or impact (whether on-site or off-site) resulting or likely to result there from; (b) not later than thirty (30) days after such Significant Event, provide the World Bank with a summary report that includes a description of such Significant Event, and the measures, if any, that the Recipient is taking or plans to take to address such Significant Event and to prevent any future similar event; and (c) keep the World Bank informed of the on-going implementation of the said measures and plans.	Complied with	No Change



-	GA, Schedule 2, Section III.A. By not later than fourteen (14) days after the date of this Agreement, the Recipient shall finalize and publicly disclose an initial procurement plan for the Project, which shall be in form and substance satisfactory to the World Bank.	Complied with	No Change
-	GA, Schedule 2, Section I.E.6. In carrying out Part 3 of the Project, the Recipient shall take all necessary actions to minimize, to the extent possible, any Involuntary Resettlement and shall make all necessary payments of compensation in accordance with the relevant ARAP(s) prior to the commencement of any of the related civil works.	Not yet due	No Change
-	GA, Schedule 2, Section I.E.7. Prior to the selection of consultants for technical advisory services or contractors for civil works, the Recipient shall submit to the World Bank for no-objection the terms of reference for such services, which shall incorporate the requirements of the World Bank's Safeguard Policies then in force.	Complied with	No Change
-	GA, Schedule 2, Section I.E.8. The Recipient shall ensure that: (a) any technical advice conveyed through technical assistance financed under this Agreement complies with the requirement of the relevant Safeguard Policies then in force; (b) all contractors carrying out the Project perform their work in accordance with the technical and environmental practices applicable to the Project, in accordance with the World Bank's Safeguard Policies, and as set forth in the Safeguard Instruments, and under terms of reference and with qualifications and experience necessary to satisfactorily carry out the design and construction of the Project, and all of which shall be acceptable to the World Bank; and (c) any contracts for civil works under the Project include Codes of Conduct, for local and international contractors, their staff, guest workers, laborers, and government employees, in form and substance acceptable to the World Bank.	Not yet due	No Change



TF-A8079	GA, Schedule 2, Section I.E.12. The Recipient shall request retroactive financing of expenditures incurred for civil works under the Project only (a) for contracts determined by the World Bank to be compliant with Section III.B of Schedule 2 to the GA, and (b) after the Recipient has carried out an Environmental and Social Safeguards Audit, satisfactory to the World Bank.	Not yet due	New
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