

Public Disclosure Authorized

# OFFICIAL DOCUMENTS

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**CREDIT NUMBER 6183-GN  
AMENDMENT TO CREDIT NUMBER 5499-GN AND  
GRANT NUMBER H969-GN**

## **Project Agreement**

**(Additional Financing for the Power Sector Recovery Project and Amendment to  
the Original Project - Financing and Project Agreements)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**ELECTRICITÉ DE GUINÉE**

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**CREDIT NUMBER 6183-GN  
AMENDMENT TO CREDIT NUMBER 5499-GN AND  
GRANT NUMBER H969-GN**

**PROJECT AGREEMENT**

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the *ELECTRICITÉ DE GUINÉE* (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date, between the REPUBLIC OF GUINEA (“Recipient) and the Association and for the purpose of providing additional financing for activities related to the Original Project and amending the Original Project - Project Agreement (as those terms are defined in Section I of the Appendix to the Financing Agreement). The Association and the Project Implementing Entity hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — PROJECT**

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out Components 2 and 3(a) of the Project in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for Components 2 and 3(a) of the Project.

**ARTICLE III — TERMINATION**

- 3.01. For purposes of Section 10.05(c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

**ARTICLE IV — REPRESENTATIVE; ADDRESSES**

4.01. The Project Implementing Entity's Representative is its Director General.

4.02. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

International Development Association  
1818 H Street, NW  
Washington, DC 20433  
United States of America; and

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or	1-202-477-6391	skane2@worldbank.org

4.03. For purposes of Section 11.01 of the General Conditions:

(a) the Project Implementing Entity's address is:

Immeuble Koundara  
Cité Chemin de Fer  
P.O. Box 1463  
Conakry  
Republic of Guinea; and

(b) the Project Implementing Entity's Electronic Address is:

E-mail:  
abdenbi.attou@veolia.com

AGREED, as of the latest of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

  
Authorized Representative

Name: SOUKIFYNA KANE

Title: COUNTRY DIRECTOR

Date: 4/17/18

ELECTRICITÉ DE GUINÉE

  
By

Authorized Representative

Name: ATTOU ABDENBI

Title: ADMINISTRATEUR GENERAL

Date: 17 Avril 2018

## SCHEDULE

### Execution of Components 2 and 3(a) of the Project

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

The Project Implementing Entity shall maintain the DEG-PIU to be responsible for: (i) day-to-day execution, coordination and implementation (including procurement, financial management, environmental and social safeguards, monitoring and evaluation, supervision, reporting and communication aspects) of activities under Components 2 and 3(a) of the Project and implementation of financial management of activities under Component 1 and 3(b) of the Project; and (ii) preparation of urgent investments. To that end, the EDG shall ensure that the DEG-PIU maintains, throughout Project implementation personnel, including without limitation, a Project coordinator, a procurement specialist, a financial management specialist, an accountant, and a safeguards specialist under terms of reference and with qualifications and experience satisfactory to the Association, and other resources as shall be necessary to enable the EDG-PIU to perform the aforementioned functions under the Project.

##### B. Safeguards

1. The Project Implementing Entity shall, and shall cause the private Operator to:
  - (a) carry out Components 2 and 3(a) of the Project in accordance with the Safeguards Instruments, including each ESMP and RAP to be prepared pursuant to paragraph 2 of this Sub-Section;
  - (b) refrain from taking any action, or consenting to an action to be taken, which would prevent or interfere with the implementation of the Safeguards Instruments, including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Association; and
  - (c) promptly and timely provide the financial resources required for the carrying out of the measures stipulated in the Safeguards Instruments.

2. The Project Implementing Entity shall:
  - (a) prior to commencing each activity under Components 2 and 3(b) of the Project:
    - (i) prepare: (A) each ESMP, required by and consistent with the EA for such activity; and (B) each RAP required by and consistent with the RPF for such activity;
    - (ii) have each ESMP and RAP furnished to the Association for its prior review and approval; and
    - (iii) adopt and disclose, as approved by the Association, each ESMP and RAP in a manner acceptable to the Association;
  - (b) thereafter take such measures as shall be necessary to ensure compliance with the requirements of each ESMP and RAP; and
  - (c) in the case of any activity under the Project involving Displaced Persons, ensure that no displacement or loss of income sources or means of livelihood, whether or not the affected persons are displaced, shall occur before necessary resettlement measures consistent with the RAP applicable to such activity have been executed, including, in the case of displacement, full payment to Displaced Persons of compensation and of other assistance required for relocation, prior to displacement.
3. The Project Implementing Entity shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any of the Safeguards Instruments, unless the Association has provided its prior approval thereof in writing, and the Project Implementing Entity and the Recipient have complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.
4. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall, every three (3) months, collect, compile and furnish, as parts of the Project Report, reports on the status of compliance with the Safeguards Instruments giving details on:
  - (a) the measures taken in furtherance of the Safeguards Instruments;
  - (b) the conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and
  - (c) remedial measures taken or required to be taken to address such conditions.

5. The Project Implementing Entity shall ensure that each contract procured under Components 2 and 3(a) of the Project includes the obligation of the relevant contractor to comply with the relevant Safeguard Instruments applicable to the respective activities commissioned/awarded pursuant to said contract.
6. In the event of any inconsistency between the provisions of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**C. Financial Management Undertakings**

The Project Implementing Entity shall produce and disclose, not later than June 30 of each Fiscal Year and throughout Project implementation, annual consolidated audited financial statements, in form and substance satisfactory to the Association, and in accordance with international accounting standards.

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

**A. Project Reports**

1. The Project Implementing Entity shall monitor and evaluate the progress of Components 2 and 3(a) of the Project and prepare Project Reports for Components 2 and 3(a) of the Project in accordance with the provisions of Section 5.08(b) of the General Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient not later than two (2) weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report.
2. The Project Implementing Entity shall provide to the Recipient not later than three (3) months after the Closing Date, for incorporation in the report referred to in Section 5.08(c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

**Section III. Procurement**

All goods, works and services required for Components 2 and 3(a) of the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement.

**Section V. Amendments to Original Project – Project Agreement**

The Original Project - Project Agreement is amended as follows:

1. Throughout the Original Project - Project Agreement, each and all of the references to “Component 2” are modified to read “Components 2 and 3(a)”.
2. The Schedule thereof (modified to read “Execution of Components 2 and 3(a) of the Project”) is modified by adding a new Section I.D titled “Financial Management Undertakings” to read as set forth in Section I.C of the Schedule to this Agreement.