

# **NDF C137**

## **GRANT AGREEMENT**

**Senegal Stormwater Management and Climate Change Adaptation Project 2  
(PROGEP2)**

**between**

**THE REPUBLIC OF SENEGAL**

**and**

**NORDIC DEVELOPMENT FUND**

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## GRANT AGREEMENT

Between the REPUBLIC OF SENEGAL (the “Beneficiary”) and NORDIC DEVELOPMENT FUND (the “Fund” or “NDF”).

### WHEREAS

- a) the Fund was established as a Nordic multilateral development financing institution pursuant to a ratified agreement between the Governments of Denmark, Finland, Iceland, Norway and Sweden for the purpose of promoting economic and social development in developing countries through participation in financing on concessional terms of projects of interest to the Nordic Countries;
- b) the Beneficiary, having satisfied itself of the feasibility and priority of the Senegal Stormwater Management and Climate Change Adaptation Project 2 (“PROGEP2”), has requested the Fund to assist as regards the financing of the PROGEP2 through a grant, as described in Annex 1 to this Agreement (the “Project”);
- c) the Beneficiary has on 4 June 2021 entered into an agreement with the International Development Association (the “Lead Agency” or the “World Bank”) to assist in the financing of the PROGEP2;
- d) the Fund and the Lead Agency will cooperate and exchange information during the implementation of PROGEP2 in accordance with a cooperation agreement between them as of 19 April 2012;
- e) the Project will be carried out by the Municipal Development Agency (ADM) (the “Executing Agency”). The Beneficiary will make the proceeds of the Grant (as defined in Article I) available to the Executing Agency as provided for in this Agreement;
- f) the Beneficiary and the Fund have entered into an agreement on the legal status of the Fund in the Republic of Senegal on 25 May 1999;
- g) the Fund has agreed, on the basis, inter alia, of the foregoing, to extend the Grant to the Beneficiary upon the terms and conditions set forth in this Agreement;

NOW IT IS AGREED:

## ARTICLE I

### Definitions

1.01 Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the Preamble to this Agreement have the meanings set forth therein, and the following additional terms have the following meanings:

*“Agreement”* means this particular grant agreement, including all annexes, schedules and agreements supplemental hereto, as such agreement may be amended from time to time;

*“Anticorruption Policy”* means NDF’s Policy on Anticorruption and Integrity, as in effect at any given time;

*“Banking Day”* means, in relation to any place where transactions under this Agreement have to be carried out, a day on which commercial banks in such place are neither required nor authorised to be closed;

*“Closing Date”* means the date after which the right of the Beneficiary to make drawdowns under this Agreement may be terminated by the Fund, such date being specified in Section 2.06;

*“Contractor”* means a consultant, supplier of goods, contractor of works and/or provider of services for the Project, selected and employed or contracted in accordance with this Agreement;

*“Constituent Documents”* mean the Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Development Fund of 9 November 1998 and thereto related Statutes and the Host Country Agreement between the Government of Finland and the Nordic Development Fund of 15 October 2013. These documents are available on NDF’s website, [www.ndf.int](http://www.ndf.int);

*“Disbursement Deadline Date”* means the date three (3) months after the Closing Date, which is the final date on which the Fund will accept disbursement requests;

*“Disbursement Instructions”* mean NDF Disbursement Instructions, as in effect at any given time;

*“Dollar(s)”, “USD”* and the sign “\$” mean the lawful currency of the United States of America;

*“Eligible Expenditure”* means, except as otherwise provided in this Agreement, an expenditure incurred prior to or on the Closing Date in respect of the reasonable cost of goods, works and services required and procured for the Project and to be financed by means of the Grant, all in accordance with the provisions of this Agreement as outlined in Annex 3 or otherwise agreed between the parties to this agreement, provided however that a payment prohibited by a decision of the United Nations Security Council taken under

Chapter VII of the Charter of the United Nations or to Ineligible Firms and Individuals as listed by the Lead Agency<sup>1</sup> shall not be an Eligible Expenditure;

“EUR” and the sign “€” mean euro, the lawful currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law;

“Executing Agency” means the Municipal Development Agency (ADM) of Senegal

“Gender Equality Policy” means NDF’s Gender Equality Policy, as in effect at any time;

“Grant” means the grant provided for in this Agreement or any part thereof, as the context requires;

“Lead Agency” means the World Bank (WB);

“NDF Environmental and Social Policy and Guidelines” means NDF’s Environmental and Social Policy and pertaining Guidelines, as in effect at any time;

“Policy on Access to Information” means NDF’s Policy on Access to Information, as in effect at any time;

“Policy on Taxes” means NDF Operational Policy on Taxes, as in effect at any given time;

“Prohibited Practices” means corrupt, fraudulent, collusive, coercive and obstructive practices, as defined in the Anticorruption Policy;

“Project” means the activities to be financed by the proceeds of the Grant, as specified in Annex 1 to this Agreement;

“Taxes” includes imposts, levies, fees and duties of any nature, whether in effect at the date of this Agreement or imposed thereafter.

## ARTICLE II

### Disbursements

#### Taxes and Restrictions

2.01 The Fund agrees to extend to the Beneficiary, on the terms and subject to the conditions set forth or referred to herein, an amount of up to EUR 7,000,000 (seven million euros) (the “Grant”).

2.02 The Beneficiary shall be entitled to draw down the Grant in accordance with the provisions of this Agreement and the Disbursement Instructions, for the purpose of

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<sup>1</sup> Procurement - World Bank Listing of Ineligible Firms and Individuals, available at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>.

paying Eligible Expenditures. The Beneficiary shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Grant in accordance with Section 6.01.b and Annexes 1, 2, 3 and 4 of this Agreement.

2.03 No amount of the Grant shall be drawn or be applied, directly or indirectly, on account of (i) payments made prior to the date of this Agreement, unless the Fund shall agree otherwise, or (ii) any Taxes levied by, or in the territory of, the Beneficiary on goods or services, or on the procurement, manufacture, importation or supply thereof.

2.04 Disbursements under the Grant shall be made subject to

(a) the conditions precedent specified in Article III having been, and remaining, fulfilled to the Fund's satisfaction;

(b) receipt by the Fund of (i) a disbursement request, with supporting documentation, acceptable to the Fund submitted by or on behalf of the Beneficiary, which for the avoidance of doubt includes a bank account holder confirmation issued by the account holding bank of the recipient of the payment.

2.05 Each disbursement shall be made on a date determined by the Fund. Unless the Beneficiary has requested disbursement on a specified later date, disbursement will normally be made not later than thirty (30) calendar days after NDF's receipt of the disbursement request, provided that all conditions precedent to disbursement set out in Article III hereof have been fulfilled and remain fulfilled.

2.06 The Closing Date shall be 31 July 2026, which is aligned with the Lead Agency's closing date of the PROGEP2 or such later date as the Fund shall establish.

### **ARTICLE III**

#### **Conditions Precedent to Disbursement**

3.01 Unless otherwise agreed, the making of disbursements from the Grant shall be subject to the conditions precedent that

(a) this Agreement is in full force and effect, and no event, which would entitle the Fund to suspend disbursements under this Agreement, shall have occurred and be continuing;

(b) the financing agreement between the Lead Agency and the Beneficiary for the Stormwater Management and Climate Change Adaptation Project 2 has been signed and become effective;

(c) the Beneficiary has taken or caused to be taken all actions necessary or advisable to enable the Beneficiary to receive the Grant and to perform its obligations hereunder, including obtaining all required exemptions, consents and permits; and

(d) the Fund has received and accepted

- (i) a legal opinion showing that this Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Beneficiary and is legally binding upon the Beneficiary in accordance with its terms;
- (ii) if requested by the Fund, further evidence satisfactory to it that the execution and delivery of this Agreement on behalf of the Beneficiary has been duly authorised by all necessary authorities;
- (iii) evidence satisfactory to the Fund of the authority of the person or persons authorised to sign disbursement requests and the authenticated specimen signature of any such person;
- (iv) evidence satisfactory to the Fund that other financing contemplated for the Project has been obtained, and that conditions precedent to the effectiveness of such financing have been met; and
- (v) any other documentation the Fund reasonably requests relating to the execution of this Agreement or the implementation of the Project including but not limited for example to Strategic Environmental and Social Assessments applicable to the Project.

3.02 All documentation to be delivered to the Fund in accordance with this Article III shall be in English, or if in another language, complemented by an official translation in English.

#### **ARTICLE IV**

##### **Currency Provisions**

4.01 The proceeds of the Grant shall be disbursed in a freely convertible currency with reference to EUR in accordance with section 4.02 hereof.

4.02 Whenever it shall be necessary for the purpose of this Agreement to determine the value of one currency or unit of account with reference to another currency or unit of account as of a given date, such value shall be as reasonably determined by the Fund.

## ARTICLE V

### Co-operation and Information

#### Beneficiary's Undertakings and Representations

5.01 The Beneficiary represents that this Agreement has been duly authorised, and has been duly executed, signed and delivered on behalf of the Beneficiary and is legally binding upon the Beneficiary in accordance with its terms and conditions.

5.02 The Beneficiary and the Fund shall co-operate fully to ensure that the purpose of the Grant will be accomplished. To that end, each of them shall furnish to the other party all such information as it shall reasonably request with regard to the general status of the Grant and the Project.

5.03 The Beneficiary shall promptly inform the Fund of (i) any condition which interferes or threatens to interfere with the accomplishment of the purpose of the Grant (including substantial increase in the costs of the Project), and (ii) any event which with the lapse of time or otherwise would entitle the Fund to suspend disbursements under this Agreement.

5.04 The Beneficiary recognises that the Fund follows policies similar to other multilateral financial institutions as regards project execution.

5.05 (a) The Beneficiary undertakes to comply with and ensure that the Project is implemented in accordance with the Anticorruption Policy, the NDF Environmental and Social Policy and Guidelines and Gender Equality Policy including making the Executing Agency aware of the applicability of the Anticorruption Policy.

(b) The Beneficiary undertakes to take all necessary action to prevent, counteract and detect Prohibited Practices, as defined in the Anticorruption Policy, within its territory and to pursue, by all appropriate means, any such practices whenever identified.

(c) The Beneficiary undertakes to promptly inform the Fund of any allegation or finding of Prohibited Practices, in connection with the Project or with the use of the proceeds of the Grant.

(d) Recognising the close alignment of the Fund's and the Lead Agency's financing of the PROGEP2, the Beneficiary undertakes to extend the applicable World Bank Environmental and Social Framework policies, guidelines and instruments, including but not limited to the Environmental and Social Management Framework, the Resettlement Policy Framework and the Ethnic Group Policy Framework to the Project and develop site-specific or strategic instruments for the Project accordingly.

(e) The Beneficiary acknowledges that the Fund reserves the right to investigate, directly or through any agent appointed by the Fund, any Prohibited Practices relating to the Project or the use of the proceeds of the Grant and undertakes to a) introduce corresponding provisions in its contracts with Contractors and the Executing



Agency, and b) cooperate in any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

## ARTICLE VI

### Execution of the Project

6.01 The Beneficiary shall take or cause to be taken all actions which shall be necessary to execute the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical, social, environmental and climate change mitigation and adaptation standards and practices, in accordance with this Agreement. These practices also include transparency in Project operations and wide and easy access to public information on the Project. In particular, the Beneficiary shall make available to the public: (i) Project-related safeguards assessments and plans related to environment, resettlement, and indigenous peoples; (ii) audited annual financial statements for the Project; (iii) procurement plans; and (iv) results of procurement procedures.

6.02 For the purposes of ensuring the efficient and effective carrying out the Project, the Beneficiary shall maintain, at all times during the implementation of the Project, implementation structures within the Executing Agency with functions and resources satisfactory to the Fund, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Fund.

6.03 (a) The Beneficiary shall ensure that the proceeds of the Grant shall be used only for the financing of Eligible Expenditures for the Project or, as applicable, Project component(s) for which the Grant is extended. Procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be governed by the provisions of Annexes 1, 2, 3 and 4 to this Agreement.

(b) The Beneficiary shall prepare or cause to be prepared a Procurement Plan in accordance with procurement guidelines acceptable to the Fund for a period covering at least 18 initial months of the project execution, and update the Procurement Plan and furnish such update to the Fund for "no objection" not later than 12 months after the date of the preceding Procurement Plan.

(c) The Beneficiary shall ensure that in respect of procurement of goods, works and services for the Project, invitations to tender as well as contracts shall, respectively, include clauses that give the Beneficiary, the buyer, and the Fund the right to (i) demand investigations of the tenderer's/Contractor's books by independent auditors for the purpose of ascertaining whether or not corrupt practices have taken place, (ii) reject any tender and cancel any procurement contract in case any corrupt practices have taken place in connection with the procurement procedure related to the contract or the execution thereof, (iii) claim compensation for the damage or loss arising from any such rejection of tender or cancellation of contract, and (iv) exclude the tenderer/Contractor, either indefinitely or for a certain period of time, from competing for and participating in the execution of contracts in the territory of the Beneficiary.

6.04 The Beneficiary shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in its Project Implementation Manual ("PIM")

prepared in cooperation with the Lead Agency (provided, however, that in the event of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, or any other arrangements and procedures communicated in writing by the Fund to the Beneficiary, the provisions of this Agreement, or any other such arrangements and procedures as communicated in writing by the Fund, shall prevail.

6.05 In addition to the proceeds of the Grant the Beneficiary shall make available or cause to be made available promptly when needed, all other funds that are required for the execution of the Project (including any funds that may be required to meet any increase in cost).

6.06 The Beneficiary shall insure or cause to be insured, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Grant against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. Any indemnity for such insurance shall be payable in a freely usable currency to replace or repair such goods.

6.07 The Beneficiary shall:

(i) maintain or cause to be maintained records and procedures adequate to record and monitor the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Grant and to disclose their use in the Project;

(ii) ensure that such records mentioned in (i) above are retained until at least one year following receipt by the Fund of the final audited financial statements of the Project or two years after the Closing Date; and

(iii) enable representatives appointed by the Fund to visit any facilities and construction sites included in the Project and to examine the goods, works and services financed out of proceeds of the Grant and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Beneficiary under this Agreement.

6.08 The Beneficiary shall furnish or cause to be furnished to the Fund as follows:

(i) the Beneficiary shall ensure that the Fund is furnished, not later than December 15 of each fiscal year of the Beneficiary (or such later date as the Fund may agree) during the implementation of the Project for the Fund's no-objection, a consolidated Annual Work Plan and Budget ("AWP&B") containing all Project activities and Eligible Expenditures proposed to be included in the Project in the Beneficiary's following fiscal year, including the Fund's, the Beneficiary's and the Lead Agency's respective shares in the cost of the AWP&B;

(ii) the Beneficiary shall ensure that the Project is implemented in accordance with the AWP&B (provided, however, that in the event of any conflict between the AWP&B and the provisions of this Agreement, the provisions of this Agreement shall prevail) and shall provide, promptly as needed, its share of the Project financing as specified in the AWP&B;

(iii) the Beneficiary shall not make or allow to be made any change to the AWP&B without prior no-objection in writing by the Fund;

(iv) at a minimum semi-annually, reports on the implementation of the Project including, inter alia, information on the accomplishment of the targets and actions set out in Annex 1 to this Agreement, including the logical framework where relevant, and on the operation and management of the Project facilities, if relevant, as well as reasonably detailed information concerning the Grant, the budgeted and actual cost of the Project, the budgeted and actual expenditure of the contracts financed by the Grant, and the goods and services financed out of such proceeds;

(v) a copy of the audited annual financial statements of the Project, or, as the Project is a part of PROGEP2, a copy of the audited financial statements for that project, provided such financial statements also include information on the Grant;

(vi) if so requested by the Fund, audited financial statements of the use of the Grant, in form and substance acceptable to the Fund, prepared by an independent auditor for the preceding financial year. The cost of such audit may be covered by proceeds of the Grant. If sufficient Grant proceeds are not available, the Fund and the Beneficiary shall agree on how to finance the audit;

(vii) promptly after completion of the Project, but in any event not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Beneficiary and the Fund, a reasonably detailed report, in form and substance acceptable to the Fund, on the use of the proceeds of the Grant, the execution of the Project and the results derived and to be derived from it; and

(viii) any other information the Fund shall reasonably request relating to the Project or the proceeds of the Grant.

6.09 All reports shall be provided electronically unless otherwise requested by the Fund.

6.10 Ownership, title and industrial and property rights in the results of the implementation of the Project and the reports and other related documents shall be vested in the Beneficiary, Executing Agency or as otherwise agreed between the parties. Notwithstanding the foregoing, the Beneficiary shall ensure that the Fund shall have the right to use free of charge and as it sees fit, all documents deriving from the implementation of the Project, whatever their form, provided that such use does not breach any existing industrial and/or intellectual property rights.

## ARTICLE VII

### Cancellation, Suspension and Termination

7.01 *Cancellation by the Beneficiary.* The Beneficiary may by notice to the Fund cancel any undisbursed amount of the Grant in respect of which the Beneficiary has not

submitted a disbursement request prior to the giving of such notice. Unless the Fund shall otherwise agree, such notice of cancellation shall be irrevocable.

7.02 *Suspension by the Fund.* The Fund may, by notice to the Beneficiary, suspend in whole or in part the right of the Beneficiary to draw down the Grant, if any of the following events of suspension specified in paragraphs (a) through (i) shall have occurred and be continuing:

- (a) *Payment Failure.* The Beneficiary shall have failed to make payment of principal, charges or any other amount due to the Fund (i) under this Agreement, if applicable; or (ii) under any credit or grant or other financing agreement between the Beneficiary and the Fund.
- (b) *Performance Failure.*
  - (i) The Beneficiary shall have failed to perform any other obligation under this Agreement.
  - (ii) The Beneficiary shall have failed to perform any of its obligations (other than payment obligations) under any credit or grant or other financing agreement with the Fund, which gives the Fund the right to suspend in whole or in part the right of the Beneficiary to make drawings under such agreement.
- (c) *Cross-suspension.*
  - (i) The Fund shall have suspended in whole or in part the right of the Beneficiary to make drawings under any other grant or credit agreement with the Fund because of a failure by the Beneficiary to perform any of its obligations under such agreement.
  - (ii) The Beneficiary has failed to pay any of its external debt to a multilateral financial institution.
- (d) *Extraordinary Situation.* As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Project can be carried out or that the Beneficiary or the Executing Agency will be able to perform its obligations under this Agreement.
- (e) *Misrepresentation.* A representation made by the Beneficiary in or pursuant to this Agreement, or any statement furnished in connection therewith, and intended to be relied upon by the Fund in extending the Grant, shall have been incorrect in any material respect.
- (f) *Prohibited Practices.* The Fund shall have determined, with respect to the Project or any contract to be financed in full or in part out of the proceeds of the Grant, that Prohibited Practices were engaged in by

representatives of the Beneficiary or any other beneficiary or potential beneficiary of the Grant during the procurement of goods and services, consultant selection or the execution of a contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to remedy the situation; or the Fund shall have determined that the procurement of any goods or services to be financed out of the proceeds of the Grant is inconsistent with the relevant procedure agreed on between the Beneficiary and the Fund.

- (g) *Ineligible Firms and Individuals.* Payments to the Beneficiary are prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or to a Contractor listed as Ineligible by the Lead Agency<sup>2</sup>.
- (h) *Assignment of Obligations; Disposition of Assets.* The Beneficiary or the Executing Agency, has, without the consent of the Fund: (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Agreement; or (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Grant; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of the Fund: (A) do not materially and adversely affect the ability of the Beneficiary or of the Executing Agency (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Agreement or to achieve the objectives of the Project; and (B) do not materially and adversely affect the financial condition or operation of the Executing Agency (or such other entity).
- (i) *Condition of Executing Agency.*
- (i) Any action has been taken for the dissolution, disestablishment or suspension of operations of the Executing Agency (or of any other entity responsible for implementing any part of the Project).
  - (ii) The Executing Agency has ceased to exist in the same legal form as that prevailing as of the date of this Agreement.
  - (iii) In the opinion of the Fund, the legal character, ownership or control of the Executing Agency (or of any other entity responsible for implementing any part of the Project) has changed from that prevailing as of the date of the Agreement so as to materially and adversely affect the ability of the Beneficiary or of the Executing Agency (or such other entity) to perform any of its obligations arising under or entered into

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<sup>2</sup> Procurement - World Bank Listing of Ineligible Firms and Individuals, available at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>.

pursuant to the Agreement, or to achieve the objectives of the Project.

7.03 Furthermore, the Fund may, by notice to the Beneficiary, suspend in whole or in part the right of the Beneficiary to draw down the Grant if

- (a) the right of the Beneficiary to draw down the proceeds of any grant or credit made to the Beneficiary for financing of the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor; or
- (b) any such credit shall have become due and payable prior to the agreed maturity thereof.

However, the Fund's right to suspension under this Clause 7.03 shall not apply if the Beneficiary establishes to the satisfaction of the Fund that a) such suspension, cancellation, termination or early prepayment is not caused by the failure of the Beneficiary to perform any of its obligations under such agreement; and b) adequate funds for the Project are available to the Beneficiary from other sources on terms and conditions consistent with the obligations of the Beneficiary under this Agreement.

7.04 The right of the Beneficiary to draw down the Grant shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist, unless the Fund shall have notified the Beneficiary that the right to draw down has been restored in whole or in part, as the case may be.

7.05 The Fund may, by notice to the Beneficiary, terminate the right of the Beneficiary to draw down the undisbursed amount of the Grant if

- (a) the conditions precedent have not been fulfilled 180 calendar days after the date of this Agreement;
- (b) the right of the Beneficiary to draw down the Grant shall have been suspended with respect to any amount of the Grant for a continuous period of thirty days;
- (c) at any time, the Fund determines, after consultation with the Beneficiary, that an amount of the Grant will not be required to finance the Project's costs to be financed out of the proceeds of the Grant;
- (d) at any time the Fund determines, with respect to any contract to be financed in full or in part out of the proceeds of the Grant, that Prohibited Practices were engaged in by representatives of the Beneficiary or any other beneficiary or potential beneficiary of the Grant during the procurement of goods and services, consultants' selection or the execution of a contract, without the Beneficiary having

taken timely and appropriate action satisfactory to the Fund to remedy the situation; or

- (e) after the Closing Date, an amount of the Grant shall remain undrawn, Upon the giving of such notice, such amount of the Grant shall be cancelled.

7.06 Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article VII.

## **ARTICLE VIII**

### **Repayment**

8.01 The Recipient shall upon the Fund's demand promptly repay to the Fund any amount of the Grant used in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE IX**

### **Governing Law and Arbitration**

#### **Failure to Exercise Rights**

#### **Waiver of Immunity**

9.01 The rights and obligations of the Beneficiary and the Fund under this Agreement shall be valid and enforceable in accordance with the terms hereof notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Beneficiary nor the Fund shall be entitled in any proceeding under this Article to assert any claim that any provision of this Agreement is invalid or unenforceable because of any provision of the Constituent Documents of the Fund.

9.02 Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which has not been settled by agreement of the parties within 60 calendar days, shall be settled by final and binding arbitration under the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Agreement. Article 26 of the rules (interim measures) shall however not be applicable to the Fund in an arbitral proceeding.

The place of arbitration shall be Paris, France and the language of the arbitral proceedings shall be English.

9.03 Service of any notice of process in connection with any proceeding under this Article may be made in the manner provided for in section 10.02 hereof. The parties hereto waive any and all other requirements for the service of any such notice of process.

9.04 No delay in exercising or omission to exercise any right, power or remedy accruing to any party under this Agreement upon default or otherwise shall impair any such right, power or remedy or be construed to be a waiver thereof, nor shall any action of such party in respect of any default affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

9.05 The parties hereby expressly (a) recognise that this Agreement is an agreement of commercial nature, and (b) waive any right of immunity they might have on the grounds of sovereignty or otherwise in connection with any arbitration proceeding pursuant to section 9.02 hereof or with the enforcement of any arbitral award pursuant thereto. However, only a final arbitration award is enforceable against the Fund.



## ARTICLE X

### Miscellaneous Provisions

10.01 The Minister of Economy, Planning and Cooperation of the Beneficiary is designated as representative of the Beneficiary for the purposes of signing and executing on behalf of the Beneficiary any documents used in connection with this Agreement. This notwithstanding, the Executing Agency and the Fund may agree in writing upon any change to, or further specification of, Annex 1, Project Description; Annex 2, Procurement; Annex 3, Eligible Expenditures; and Annex 4, Project Monitoring Framework, provided that the amount of the Grant will not be increased, and any such change or further specification shall be deemed as an integral part of this Agreement.

10.02 Any notice or request required or permitted to be given or made under this Agreement shall be made in writing in the English language and may be delivered (i) by internationally recognised courier service, or (ii) by email to the party to which it is required or permitted to be given or made, at such party's address specified below or at such other address as such party shall have designated by notice to the other party. Any notice expressly required under this Agreement shall, if given by email, promptly be confirmed by a letter delivered by courier service.

For the Fund:

Nordic Development Fund  
P.O. Box 185  
FIN-00171 Helsinki, Finland  
Tel: +358-10 618 002  
Email: [info@ndf.int](mailto:info@ndf.int)

For the Beneficiary:

Ministry of Economy, Planning and Cooperation  
Rue René Ndiaye x Avenue Carde  
B.P. 4017, Dakar, Senegal  
Tel: +221-33-8892106  
Email: [contact.mepc@economie.gouv.sn](mailto:contact.mepc@economie.gouv.sn)

For the Executing Agency:

Municipal Development Agency  
No. 5, Avenue Carde, Carde Building Renovations, 3rd floor  
B.P. 6783 Dakar, Senegal  
Tel: +221 33 849 2710  
Email: [pacadem@orange.sn](mailto:pacadem@orange.sn)

10.03 This Agreement is made in two copies each of which shall be an original.

10.04 The following annex forms part of this Agreement:

Annex 1 Project Description  
Annex 2 Procurement  
Annex 3 Eligible Expenditures  
Annex 4 Project Monitoring Framework

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed with their respective names on the date(s) indicated.

Date:

10 AUGUST 2022

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**REPUBLIC OF SENEGAL**

By:



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Amadou HOTT

Date:

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**NORDIC DEVELOPMENT FUND**

By:



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Henrik Franklin  
Director, Portfolio Origination and  
Management



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Martina Jägerhorn  
Program Manager

## **PROJECT DESCRIPTION**

### **BACKGROUND**

Confronted with increasingly frequent urban flooding due to a changing climate, the Government of Senegal has requested financing support from the World Bank (WB) and NDF to extend the integrated flood management approach of Senegal Stormwater Management and Climate Change Adaptation Project 1 (PROGEP1) to new sites in Dakar peri-urban at-risk areas, and for planning further interventions in the other regions such as Saint-Louis, Mbour and Thiès in a new project: Senegal Stormwater Management and Climate Change Adaptation 2 (PROGEP2).

PROGEP2's development objective is to reduce flood risks in peri-urban areas of Dakar and improve capacity to plan integrated urban flood risks management for selected cities in Senegal.

The total budget of PROGEP2 is EUR 152 million and includes the following components:

- A) Integrated urban planning and management accounting for climate risk and sustainability;
- B) Drainage investment and management, community engagement, environmental and social management;
- C) Contingent emergency response; and
- D) Project management

The NDF grant will support activities under components A, B and D.

### **OBJECTIVES**

The project development objective of PROGEP2 is to reduce flood risks in peri-urban areas of Dakar and improve capacity for integrated urban flood risks planning and management for selected cities in Senegal.

The specific objectives of the NDF finance Project are to:

- Enhance the capacity of the central and local governments to prepare and implement urban projects informed by climate-resilient urban plans, drainage master plans, and flood risk management plans in four areas of the Dakar region;
- Systematise and promote good practices for integrated urban climate resilience management through pilot studies and demonstration projects of innovative nature-based solutions;
- Augment climate-resilient sanitation approaches in the peri-urban settlements in terms of smart combinations of on-site sanitation and piped sewerage; and

- Promote measures for reducing the gender gap, involving private sector, and the generating and disseminating knowledge and lessons learned.

## THE PROJECT

The components and sub-components of the NDF funding is summarised below.

### **1) Integrated urban planning and management (EUR 3.2 million)**

NDF will finance the preparation of plans to better protect the local population, assets and infrastructure from the worsening effects of climate change, notably increased flood risk across five water basins, targeting four poor and vulnerable areas of Dakar: (i) Kayar-Bayakh-Keur Matar Gaye, (ii) Ndayane-Toubab Dialao, (iii) Saly Portudal-Somone-Ngaparou-Nguérine-Malicounda, and (iv) the area north of the Thiès-AIBD highway. The plans will include Urban Development Plans (PUD), which will be accompanied by a Drainage Master Plan (PDD) and/or an Integrated Flood Risk Management Plan (PGRI) and a Strategic Environmental and Social Assessment (SESA). These plans will inform the storm water system investments to be funded by the WB under PROGEP2, as well as other future investments anticipated to be financed by Senegal and its development partners.

It is also the intention that the new planning approaches shall contribute to closing the gender gap. This goal can be reached by including planning elements and obligations that recognise the role of women in urban planning and development, and by concrete actions that will ensure their participation at all community levels. Therefore, the plans will include recommendations and required steps attributed to closing the gender gap as part of the implementation of the urban plans.

Under this activity, NDF will also support capacity-building of the national General Directorate of Town Planning and Architecture (DGUA), with a strong focus on storm water management and flood protection in urban planning. Emphasis will be on practical 'on the job' training of DGUA staff and strengthening institutional systems to enhance sustainability. The planning will enable smart and green city development and help cities adapt to climate change and build resilience.

### **2) Promoting good practices for integrated urban management, including resilience and sustainability (EUR 2.6 million)**

NDF will finance studies in the project area (including Lake Thiourour, the backwater of Mbao wetlands, Mbao forest and other project areas) as well as pilot projects (for example, ponds/dams, tree planting, urban horticulture, ecoparks) for climate-friendly and inclusive development of green and open areas. Opportunities for private sector engagement in the pilots will be explored. Once implemented, the pilots will be evaluated to promote upscaling opportunities and feasible solutions that can be integrated in future investments. The component will also generate knowledge products, thematic tools and provide training related to climate change and building resilience. The experience will be disseminated through the communication plan.

The studies and the training will enhance capacity to develop and deliver urban adaptation investments in the project area and at scale across cities in Senegal and elsewhere in West Africa. This activity is also expected to be inspired by lessons learned from the private sector component under the NDF-financed Kigali Flood Control and Urban and Integrated Urban Catchment Management project in Rwanda.

### 3) Drainage infrastructure construction and flood management (EUR 1.0 million)

NDF will finance a feasibility study for inclusive and cost-effective sanitation and sewerage solutions in the Mbao and Keur Massar catchment areas that can deliver the services needed for public health in the face of growing demand and climate extremes. The study will pay particular attention to climate risks, while addressing poverty issues, identifying opportunities for gender equality and promoting private sector engagement. The study will be undertaken in close cooperation with the National Office of Sanitation of Senegal (ONAS). The recommended solutions and designs will serve as a basis for WB priority investments under PROGEP2.

### 4) Project management and evaluation (EUR 0.3 million)

Overall project management will be supported by WB-financed technical and fiduciary experts within the Municipal Development Agency (ADM). NDF financing will support data collection, monitoring and evaluation of project activities and outcomes (including gender disaggregated data) to inform NDF's results management framework. This support will be provided in an integrated manner jointly with training and experience sharing, based on a thorough beneficiary and institutional capacity needs assessment.

NDF will provide EUR 100,000 as joint co-financing under a separate agreement for the WB's technical implementation support to the NDF activities and provide this amount to the Lead Agency to be administered and used as agreed between NDF and the Lead Agency. This support will capitalise on the WB's country presence and focus on mutually agreed technical areas that may need specific on-the-ground WB support to address operational bottlenecks and risks that may arise during implementation and hamper efforts to reach the results of the project.

## COMPONENTS FINANCED BY THE FUND

The provisional budget for the NDF-funded components is shown in Table 1.

**Table 1 Preliminary budget for NDF funded components**

Activities	EUR
<b>1) <i>Integrated urban planning and management that takes into account climate risks and the sustainability of cities</i></b>	
1.1 Development of resilient urban plans (PUD, PDD, PGRI, SESA of Ndayane-Toubab Dialao Port)	590 000
1.2 Development of resilient urban plans (PUD, PGRI, PDD, SESA) for the area Saly Portudal-Somone-Ngaparou-Nguérine-Malicounda	590 000
1.3 Development of resilient urban plans (PUD, PGRI, PDD, SESA, SESA) for the area north of the Thiès-AIBD highway	590 000

<b>Activities</b>	<b>EUR</b>
1.4 Development of resilient urban plans (PUD, PGRI, PDD) for the area of Kayar-Bayakh-Keur Matar Gaye	590 000
1.5 Technical assistance (TA) to DGUA	840 000
<b>Subtotal</b>	<b>3 200 000</b>
<b>2) Promoting good practices for integrated urban management, including resilience and sustainability</b>	
2.1 Pilot projects and demo studies (including environmental and social impact studies): Lake Thiourour, Mbao marigot, Mbao forest and other areas	860 000
2.2 Development and implementation of the project's communication plan (including the ADM web page)	400 000
2.3 Development and implementation of the training plan for project stakeholders	920 000
2.4 Peer-to-peer learning, study tours	270 000
2.5 Experience capitalisation	150 000
<b>Subtotal</b>	<b>2 600 000</b>
<b>3) Drainage infrastructure construction and flood management</b>	
3.1 Mbao and Keur Massar wastewater system studies	1 000 000
<b>Subtotal</b>	<b>1 000 000</b>
<b>4) Project management monitoring and evaluation</b>	
4.1 Support for data collection, monitoring and evaluating project activities and outcomes including gender data	200 000
4.2 Technical implementation support from WB to NDF activities	100 000
<b>Subtotal</b>	<b>300 000</b>
<b>TOTAL</b>	<b>7 100 000</b>

The total cost is EUR 7.1 million to be fully financed by the NDF grant. EUR 7.0 million will be provided as parallel financing, governed by this Grant Agreement between NDF and the GoS. EUR 0.1 million will be provided as joint financing and will be added to the work plan governed by the agreement between NDF and the WB.

Table 2 gives a provisional grouping in possible contract packages of the procurement.

**Table 2: Provisional packaging or contracts under NDF's parallel financing**

<b>Contract Packages</b>	<b>Amount (EUR)</b>
Package 1: Consultancy development of resilient urban plans	2 360 000
Package 2: Consultancy technical assistance and capacity-building of DGUA	840 000
Package 3: Consultancy for studying and promoting innovative urban green areas and wastewater systems	400 000

Package 4: Consultancy on wastewater systems	1 000 000
Package 5: Consultancy for communication plan development and implementation	400 000
Package 6: Consultancy for capacity-building, training and knowledge transfer, experience capitalisation, study tour and peer to peer learning, and monitoring and evaluation of project activities and outcomes including gender data	1 540 000
Package 7: Equipment and works for resilient and sustainable green areas	460 000
<b>Total</b>	<b>7 000 000</b>

## IMPLEMENTATION

The Municipal Development Agency (ADM) will serve as the Executing Agency of PROGEP2, as described in detail in the World Bank's Project Appraisal Document (PAD). ADM will work in close coordination with the beneficiary municipalities and the other relevant ministries, agencies and stakeholders involved.

ADM will ensure that the NDF financed components and the WB financed components are fully aligned with each other. ADM will also ensure that all the NDF and WB activities are well coordinated and will facilitate information sharing and coordination relating to planning, implementation, supervision, monitoring and evaluation between NDF, the WB and other relevant actors and development partners in the intervention area.

ADM will be responsible for the procurement activities. The quality assurance of the contracts and deliverables will be handled by ADM and will be performed in accordance with NDF's requirements and guidance including support from the WB. ADM will ensure that relevant stakeholders' and technical institutions' needs and inputs are taken into consideration and reflected in the Project and the Terms of References (ToRs) during the preparation, implementation and in the final outputs of the consultancy services.

The Project will be implemented under the WB Environmental and Social Framework (ESF) and thus fully aligns with NDF's Environmental and Social Policy. Environmental and social management will be addressed by one of the WB funded sub-components. It will finance the elaboration of the safeguards framework instruments by the Executing Agency that constitute reference documents for environmental and social management throughout the project. This includes an Environmental and Social Management Framework (ESMF), a Resettlement Policy Framework (RPF), a Stakeholder Engagement Plan (SEP), a grievance and redress mechanism (GRM), and an Environmental and Social Commitment Plan (ESCP). In addition, Environmental and Social Impact Assessments (ESIAs) and Strategic Environmental and Social Assessment (SESAs) will be prepared capturing all activities initiated within the project (as well as NDF co-financed activities) including all mitigation measures necessary before and during construction work. WB will finance the elaboration of the safeguards instruments. NDF will finance the ESIAs and site-specific instruments to be prepared for the pilots and SESAs for the resilient urban plans. The NDF-financed activities can be included in the project GRM.

The NDF-financed pilot studies for the development of open space in the project area (Lake Thiourour, Mbao wetland, Mbao forest and other project areas) will include the identification of suitable investments, partnership arrangements, opportunities for financial mobilisation and operations for climate change adaptation measures and investments. Suitable places for pilot projects will be identified within the catchment of the lakes/wetland through analysis of the sites. The appropriate solutions will be selected from a long list of resilience-strengthening measures assessment (including assessment of social and environmental impacts. The contents of these works will depend on the selected appropriate solutions to be demonstrated (for example, ponds/dams, tree planting, urban horticulture, ecoparks, etc). The results will be evaluated (from the perspective of environmental, social, gender equality, flood control, livelihood, private sector opportunities, etc.) and concluded in terms of upscaling opportunities and feasible solutions that can be integrated in future investments.

Site-specific environmental and social impact assessments and, whenever needed, resettlement action plans will be prepared once the pilots and locations have been confirmed. This will be concluded in compliance before advancing with physical investments. The needs for monitoring the environmental and social aspects during implementation will be assessed as part of the site-specific review process. NDF's No Objection is required to mobilise the utilisation of NDF financing for the pilot and demonstration project, as the selected pilots have to be in line with NDF's mandate and strategy, be in line with NDF Results Monitoring Framework and comply with NDF's Environmental and Social Policy and Guidelines, Anticorruption Policy and Gender Equality Policy.

The gender aspects that were highly focused in PROGEP1 will be further upscaled in PROGEP2 by the WB and NDF in line with NDF's Gender Equality Policy and the Bank's upgraded gender strategy. Activities to improve gender equality are planned in all components.

Gender equality challenges will be duly embedded in all NDF components related to planning, knowledge generation, capacity-building, and studies involving good practices and climate adaptation opportunities. The challenges to be addressed will comprise (i) women's representation in decision-making especially in urban planning and flood risk management; (ii) gender equality requirements clearly embedded in the Urban Development Plans (PUD), Drainage Master Plans (PDD), and the Flood Risk Management Plans (PGRI); (iii) good practice and knowledge platform shall include arrangements for closing the gender gap, (iv) capacity-building and training in good practices on flood risk management including study tours shall ensure appropriate female participation; and (v) NDF support will involve project implementation monitoring and evaluation with focus on performance related to gender.

## **PROJECT WORK PLANS, MONITORING, REPORTING AND EVALUATION**

The management of the Project will involve coordination between project stakeholders, work planning and monitoring, procurement and contract management, accounting and audits, field supervision, maintaining and internal project monitoring and evaluation (M&E) system, and reporting. The internal M&E system will incorporate information on project results gathered through the field-based project monitoring. The project coordination team based within the project implementation unit housed in ADM will be responsible for day-to-day implementation,



coordination, monitoring and reporting of the Project, including of the indicators for the Project.

NDF will receive semi-annual monitoring/progress reports provided by the Executing Agency, the TA consultants' reports and outputs. NDF will in coordination with the World Bank conduct regular supervision and monitoring missions. A mid-term review will be carried out jointly by NDF and the World Bank. The Executing Agency and NDF will cover the costs of their own staff carrying out the supervision and monitoring missions including the mid-term review missions. Terminal evaluation should be agreed and planned with NDF in coordination with WB.

There will be an M&E Expert reporting on progress simultaneously for the WB-financed and NDF-financed activities. The NDF components are integrated in the WB's result-based management structure for PROGEP2; hence the M&E arrangements of PROGEP2 will apply for the NDF activities.

The proposed NDF support will deliver on the NDF Results Management Framework (RMF) immediate outcome Climate- and disaster-resilience and adaptability of cities, human settlements, and infrastructure strengthened. The outcome is expected to contribute to the end of project outcomes (short-term impacts) as follows:

- Improved socio-economic conditions of individuals, especially women and girls, vulnerable to climate change;
- Reduced vulnerability of individuals, especially women and girls, to climate-related shocks/hazards.

The RMF outputs that the project will deliver include:

- Cities and human settlements equipped with solutions for increasing climate- and disaster-resilience and adaptability;
- Climate- and disaster-resilient infrastructure assets and services established and/or improved;
- Increased capacities, improved skills and raised awareness.

Annex 4 contains a more detailed description of PROGEP2's result chain and the monitoring framework for the NDF activities.

## **PROCUREMENT**

Reference is made to the Fund's General Procurement Guidelines. The following procurement provisions of this Annex 2 take preference over the General Procurement Guidelines in case of conflict of wording or figures between the two.

### **Procurement Methods**

The consultancy contracts to be financed by NDF shall be procured using the quality and cost based selection method (QCBS) with a technical:financial scoring ratio of 80:20. ADM shall provide NDF with the Request for Expressions of Interest before publication, in order to allow NDF to publish at its website simultaneously with ADM. Prior review will apply all procurement processes. Please see below regarding requirements for No Objection from NDF.

For the civil works and equipment, National Competitive Bidding (NCB) with appropriate modification to incorporate specific Fund requirement will be used. Prior review by NDF shall apply.

### **Additional Provisions**

The procurement procedure to be followed for National Competitive Bidding shall be based on the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated July 2016 and revised in November 2017 and the following additional provisions:

- (a) Eligibility: The eligibility of bidders to participate in a procurement process and to be awarded a contract financed by the Fund shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Fund for reasons other than those provided in Section I of the Procurement Guidelines.
- (b) Domestic Preference: No domestic preference may be applied in bid evaluation on the basis of bidder nationality, the origin of goods, services or labour, and/or preferential programs.
- (c) Registration and Inclusion in the Reference List of Suppliers/Contractors: Registration and inclusion in the reference list shall not be used as a basis for or as a substitute for assessing the bidders' qualifications.
- (d) Bidding Documents: Procuring entities shall use the appropriate standard bidding documents acceptable to the Fund, which documents shall be prepared to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines.

- (e) Bid Opening: All bids must be opened in public immediately on the deadline set for the bid submission at the date, time and place stipulated in the tender documents. Bids shall be opened in public, that is, the bidders or their representatives may attend the bid opening. The tender committee shall announce the names of the bidders and the price offered by each bidder. A record of the bid opening shall be prepared and shall contain the names of the bidders, bid price, discounts and the names and signatures of persons in attendance and the organizations they represent. A copy of this record shall be promptly sent to the Fund and to all bidders who submitted bids on time.
- (f) Rejection of Bids and Re-bidding: All bids (or the sole bid if only one bid is received) shall not be rejected, negotiations shall not take place at any time with a bidder, the procurement process shall not be cancelled, or new bids shall not be solicited without the Fund's prior written concurrence.
- (g) Contract Modifications: The Beneficiary shall obtain the Fund's no objection before agreeing to: (i) a material extension of the stipulated time for performance of a contract; (ii) any substantial modification of the contract scope of services or other significant changes to the terms and conditions of the contract; (iii) any variation order or amendment; or (iv) the proposed termination of the contract. A copy of all signed contract amendments shall be provided to the Fund for its record.
- (h) Bid and Contract Securities: All bid and contract securities shall be in the format specified in the bidding documents.
- (i) Fraud and Corruption: The bidding documents and contract shall include the NDF Anticorruption Policy either by reference or as an annex.
- (j) Inspection and Audit Rights: In accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the Fund to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Fund or the Lead Agency. Acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

NDF's review and formal No Objection, in writing (by way of email or letter, as preferred by the Executing Agency) is required for terms of reference, requests for expression of interest, expression of interest evaluation reports including the proposed short list, requests for proposals, proposal evaluation reports, bidding documents, bid advertisements, bid evaluation reports, and negotiated draft contracts. In addition, any provisions in paragraph 6 of the Nordic Development Fund General Procurement Guidelines for Projects (November 2017) shall apply unless otherwise agreed with the Fund.

Procurement thresholds

Expenditure Category	Contract Value Threshold (EUR)	Procurement Method	Contracts Subject to Prior Review (EUR)
1. Works	Above or equal to EUR 3,000,000 Below EUR 3,000,000 Below EUR 50,000	ICB NCB Shopping	All contracts Above EUR 100,000 First two contracts
2. Goods	Above or equal to EUR 300,000 Below EUR 300,000 Below EUR 30,000	ICB NCB Shopping	All contracts Above EUR 50,000 First two contracts
3. Non-consulting Services	Above or equal to EUR 200,000 Below EUR 200,000 Below EUR 30,000	ICB NCB Shopping	All contracts Above EUR 40,000 First two contracts
4. Consulting Services with Firms	Above or equal to EUR 100,000 Below EUR 100,000	QCBS Qualifications/Other	All contracts Above EUR 30,000
5. Consulting Services with individuals		Individual	Above EUR 15,000
6. All types of contracts	All contracts	Single-source/Direct contracting and TORs	Above EUR 15,000

**Advanced Procurement**

To avoid delays in implementation the Executing Agency may carry out advance procurement procedures before the conditions precedent to disbursement have been fulfilled.

## **ELIGIBLE EXPENDITURES**

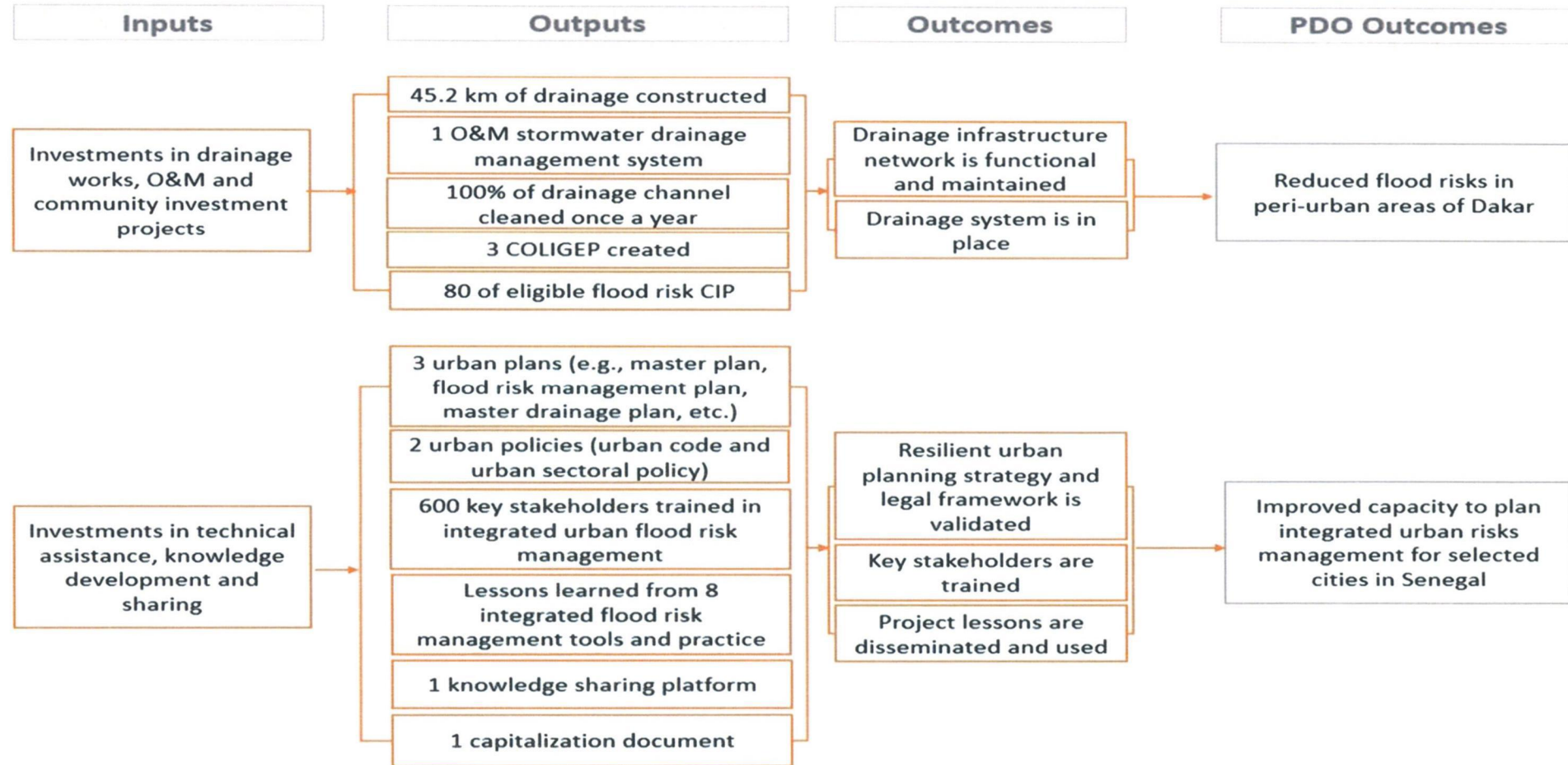
The Financing shall go towards the following types of expenditures, which are the Eligible Expenditures unless otherwise agreed in writing between the NDF and the Beneficiary:

- 1) Technical assistance services supporting the development of resilient urban plans, capacity building, pilot and demo studies (including environmental and social impact studies), development and implementation of a communication plan, training, peer-to-peer learning, study tours, experience capitalisation, wastewater system studies, data collection, monitoring and evaluation activities.
- 2) Equipment and works for resilient and sustainable green area pilot and demonstration project.

The consultancy contracts may include necessary goods, works and services as further defined in the consultancy contract. No taxes (including value added tax, sales tax or similar tax), levies or other similar fees may be financed from the Grant.

## Annex 4 Results chain and monitoring framework

### PROGEP2 results chain



Notes:

CIP = Community Investment Program

COLIGEP = Local Committees for Flood Control

O&M = Operation and Maintenance

## Monitoring framework

Indicator	BASELINE	END TARGET	DATA SOURCE
<b>1. PROJECT DEVELOPMENT OBJECTIVE INDICATORS FOR PROGEP2</b>			
<b>1.1 Reduced flood risk in peri-urban Dakar</b>			
1.1.1 Area protected (ha)	0	826	Field visit, Progress reports
1.1.2 Number of direct beneficiaries (50% of which are female)	0	120,000	Progress reports, survey reports
<b>1.2 Improved capacity to plan integrated urban flood risk management</b>			
1.2.1 Number of beneficiaries living in areas with improved capacity (50% female)	0	42,000	Progress reports
<b>2. IMMEDIATE RESULTS INDICATORS FOR THE NDF ACTIVITIES</b>			
<b>2.1 Improved capacity to plan integrated urban flood risk management</b>			
2.1.1 Number of institutional actors who have adopted planning tool for integrated flood risk management	0	200	List of participants in the planning process, survey based on an interview guide
2.1.2 Authorised allotments in line with updated urban plans (%)	0	80%	List of authorised allotments
<b>2.2 Integrated Urban Planning and Management that Considers Climate Risks and the Sustainability of Cities</b>			
2.2.1 Number of resilient urban plans (urban master plans, flood risk management plan, drainage master plan, master sanitation plan, detailed urban plan) validated	0	At least 3	Progress reports, validated planning reports
2.2.2 Number of women consulted, involved in the development of the plans, and involved in the capacity-building activities	0	300	Progress reports, meeting reports, list of participants, survey reports
<b>2.3 Promoting Good Practices for Integrated Urban Management Including Enhanced Resilience and Sustainability</b>			
2.3.1 Number of studies prepared for the development of pilots for the space around Lake Thiourour, backwater of Mbao wetland, Mbao forest and other project areas	0	At least 3	Progress reports, planning reports, review and evaluation report, field reports
2.3.2 Number of knowledge and lessons learned documents developed and disseminated in accordance with a communication plan	0	8	Progress reports, workshop reports, field visit and study tours reports
2.3.3 Number of individuals with increased capacities, improved skills and/or raised awareness in sustainable city planning, integrated urban management, flood mgmt. and climate change resilience (% of which are women).	0	80,000	Progress reports, training modules, training reports, surveys, progress, and evaluation reports
<b>2.4 Construction and Management of Drainage Infrastructure</b>			
2.4.1 Catchment management studies for Mbao and Keur Massar prepared and validated	No	Yes	Progress report, study and design report