

Public Disclosure Authorized

CONFORMED COPY

CREDIT NUMBER 4577-PK

Financing Agreement

(Second Trade and Transport Facilitation Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated May 27, 2009

Public Disclosure Authorized



CREDIT NUMBER 4577-PK

FINANCING AGREEMENT

AGREEMENT dated May 27, 2009, entered into between ISLAMIC REPUBLIC OF PAKISTAN (“Recipient” or “Pakistan”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixteen million eight hundred thousand Special Drawing Rights (SDR 16,800,000) (variously, “Credit” and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is United States Dollars.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Part A of the Project through the Planning Commission, and Part B of the Project through the MoCe, all in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Recipient's Economic Affairs Division, acting individually.
- 5.02. The Recipient's Address is:

Economic Affairs Division
Ministry of Economic Affairs and Statistics
Islamic Republic of Pakistan
Islamabad, Pakistan

Cable:	Facsimile:
92-51-9203815	92-51-9218976

5.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Islamabad, Islamic Republic of Pakistan, as of the day and year first above written.

ISLAMIC REPUBLIC OF PAKISTAN

By

/s/ Farrakh Qayyum
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Yusupha B. Crookes
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve the performance of Pakistan's trade and transport logistics by facilitating: (a) the implementation of the NTCIP; and (b) the simplification and modernization of the Pakistan's international trade practices and procedures.

The Project consists of the following parts:

Part A: National Trade Corridor (NTC)

1. Carry out studies and provide technical assistance in support of the NTCIP in order to:
 - (a) develop a ports' master plan that will include, *inter alia*, the revision of the port's tariff structure to be based on cost recovery criteria; and carry out feasibility studies related to such master plan;
 - (b) design a railways track access policy intended to allow third parties to operate freight and passenger trains on Pakistan Railways' infrastructure; complete mechanization of track maintenance; optimize line capacity on the railways' primary routes and revenue earning on low-revenue lines; review and propose amendments to the Railways Regulatory Ordinance; carry out a condition survey of main lines to assess suitability for private train operation; develop an asset utilization strategy including the use of private-public partnerships; prepare detailed designs for the rehabilitation of main bridges; develop a geographical information system; and strengthen the institutional capacity of Pakistan Railways and MoRw;
 - (c) develop a strategy to implement Trucking Policy and review and propose revisions to Pakistan's technical and operational regulatory framework for the road freight transport, including, *inter alia*, reforms of trucking associations, the setup of new systems for vehicle inspection and registration, and the establishment of training facilities for truck drivers in association with the private sector;
 - (d) promote the aviation sector and safe air transport, including, *inter alia*, carrying out a sector assessment, (including sector infrastructure and regulatory safety oversight), and implementing GNSS solutions, and support sector restructuring and modernization;
 - (e) develop a cold chain for perishable products;

- (f) carry out capacity building programs for the transport logistics sector; including the development of a financing model for the logistic industry; implement logistics compliance survey, and strengthen in-house logistics in key economic sectors;
 - (g) review shipping laws and regulations in order to align them with the objectives and purposes of the NTCIP; carry out feasibility studies for a pilot inland water transport project; and support the NTCIP Task Force in proposing the establishment of a federal maritime commission;
 - (h) propose the development of a construction industry policy in order to improve Pakistan's capacity to deliver construction projects;
 - (i) strengthen the social and environmental management systems and regulations in the transport and logistics sectors, in the areas of, *inter alia*, transportation of hazardous materials, truck fuel quality enhancement and air quality, urban sprawl control and accessibility of rural communities, and social accountability and inclusion in NTCIP activities;
 - (j) design and implement a media and communication program to promote public understanding of the NTCIP activities and catalyze stakeholders trust on, and support to, Pakistan's program implementing agencies;
 - (k) develop a macro-economic model to evaluate the impact of the prospective activities under the NTCIP; design a decision support system; and carry out annual data collection and surveys on logistics costs, public perception and customs performance;
 - (l) promote public-private partnerships and strengthen the regulatory capacity therefor; and
 - (m) strengthen the institutional capacity of the committees of the NTCIP Task Force and Line Ministries in order to facilitate the implementation of NTCIP reforms.
2. Strengthen the institutional capacity of the NTCMU for the implementation and coordination of the activities under Part A.1 of the Project, including compliance with financial management, procurement, monitoring and evaluation, and reporting requirements.

Part B: Trade and Transport Facilitation (TTF)

1. Carry out studies and provide technical assistance in support of the NTCIP in order to:
 - (a) review and reassess the national trade facilitation strategy to improve trade and transport logistics chains and introduce related international standards in Pakistan;
 - (b) facilitate the establishment of an association of trade facilitation bodies with neighboring Central and South Asian countries;
 - (c) carry out analysis of trade procedures and obstacles, and develop and implement trade-facilitating instruments (e.g. adoption of simplified or electronic trade documents);
 - (d) establish and coordinate institutional links (i.e. thematic groups) to interact and cooperate with WTO, WCO, the International Chamber of Commerce and other international institutions in the on-going negotiations on trade facilitation;
 - (e) launch an assessment on needs and priorities to build capacity in the area of trade facilitation, and coordinate surveys, training and workshops therefor;
 - (f) revise and propose amendments to the regulation and procedures applicable to the movement, processing and tracking of cargo in transit through Pakistan;
 - (g) formulate and implement standard operating procedures for dry ports; establish a training institute for freight forwarders;
 - (h) identify and implement measures aimed at expanding and facilitating express international trading;
 - (i) study Pakistan's potential in the international market for perishables;
 - (j) develop e-learning tools and materials, and organize conferences to facilitate stakeholders' access to trade information;
 - (k) design and implement a "single window" electronic trading platform for stakeholders;
 - (l) assess the modalities and implementation conditions of available security systems for the protection and tracking of high-value, hazardous or sensitive cargos; and

- (m) develop overall indicators and carry out an analysis of the impact of the Project and parallel modernization efforts undertaken by the Recipient's agencies and institutions involved in international trade transactions.
- 2. Build capacity and provide support to the TTFU for the implementation and coordination of the activities under Part B of the Project, including compliance with financial management, procurement, monitoring and evaluation, and reporting requirements.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall:

- (a) maintain, throughout the period of implementation of the Project, the NTCIP Task Force, chaired by the Deputy Chairman of the Planning Commission, with representation from MoF, MoCe, MoRw, MoComm., MoP&S, MoD, MoI&P, MoF&A, MoP&NR, FBR, NHA, CAA, and representatives from the private sector, and provided with competent staff and adequate resources, in terms and numbers satisfactory to the Association, which task force will be responsible for providing overall policy guidance, making strategic decisions, and monitoring and evaluating the progress in Project implementation;
- (b) maintain, throughout the period of implementation of the Project, the NTTFC, chaired by either the Secretary or the Additional Secretary of the MoCe, with representation from various ministries and governmental agencies of the Recipient, as well as other stakeholders in the public and private sector, and provided with competent staff and adequate resources, in terms and numbers satisfactory to the Association, which committee will be responsible of: (i) reviewing trade and transport procedures; (ii) collecting and disseminating information on international trade and transport documentation; (iii) promoting the training and research in international trade and transport; and (iv) facilitating the dialogue between the government and the private sector in the areas of trade and transport facilitation;
- (c) maintain, throughout the period of implementation of the Project, the NTCMU, headed by a full-time Project Director and a Deputy Project Director, supported by the Chief (Transport & Communications) of the Planning Commission, acting as Project Coordinator; which unit shall be provided with competent staff and adequate resources, in terms and numbers satisfactory to the Association, and be responsible of: (i) coordinating, facilitating, monitoring and evaluating the day-to-day implementation of Part A of the Project (including coordination of procurement activities with the relevant ministries of the Recipient); and (ii) liaising with the TTFU for purposes of consolidating and reporting to the Association any progress in Project implementation;

- (d) maintain, throughout the period of implementation of the project, the TTFU, headed by a full-time Project Director and Deputy Project Director, which unit shall be provided with competent staff and adequate resources, in terms and numbers satisfactory to the Association, and be responsible for: (a) providing operational support to the NTTFC; (b) coordinating, facilitating, monitoring and evaluating the day-to-day implementation of Part B of the Project, including procurement activities; and (c) liaising with the NTCMU for purposes of complying with the Project reporting requirements;
 - (e) maintain, throughout the period of implementation of the Project, the Inter-Ministerial Committee, chaired by the Secretary/Additional Secretary (Commerce), with representation from various public and private stakeholders and development partners, acceptable to the Association, which committee shall serve as the institutional liaison between the NTTFC and the NTC Task Force under terms of reference satisfactory to the Association; and
 - (f) appoint, hire and retain throughout the period of Project Implementation, a chief technical advisor (implementation consultant), under terms of reference satisfactory to the Association, in order to assist the TTFU with the implementation of Part B.1 of the Project and the procurement of international consultancy services therefor.
2. (a) the Recipient shall implement the Project through the NTCMU and TTFU, as the case may be, in accordance with: (i) the Project Implementation and Procurement Manual (including NTCMU and TTFU's responsibilities for, and coordination of, procurement activities); and (ii) the GAAP; and
- (b) the Recipient shall refrain from waiving, amending, terminating, suspending and/or abrogating the said Project Implementation and Procurement Manual and/or GAAP, whether in whole or in part, without the prior concurrence (no-objection) of the Association, if, in the opinion of the Association such waiver, amendment, termination, suspension and/or abrogation might materially and adversely compromise the success in project implementation and the achievement of Project objectives.

B. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) the Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agreed with the Association. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report;
- (b) the Project Report that the Recipient shall furnish to the Association on or about March 31 of each year, in accordance with the Section 4.08 of the General Conditions (for purposes of this Section the “Annual Report”), shall: (i) assess the Project’s scope, design and implementation arrangements (including procurement and consultants’ performance, flow of funds, and environmental safeguard measures), as well as the progress in Project implementation vis-à-vis the indicators agreed with the Association; (ii) integrate the results of the monitoring and evaluation activities performed pursuant to paragraph A.1 of this Section II, on the progress achieved since the initial Project implementation; and (iii) set forth the annual work plan for the following fiscal year (including an updated disbursement profile, Procurement Plan, and the assessment of financial needs), as well as any other measures recommended to ensure satisfactory implementation and the achievement of Project objective in the remainder of the Project’s life; and
- (c) the Recipient shall review with the Association, by May 15 of each year, or such later date as the Association shall request, the Annual Report, and, thereafter, take all measures required to ensure the satisfactory completion of the Project and the achievement of the Project’s objectives, based on the conclusions and recommendations of the Annual Report and the Association’s views on the matter.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report, interim unaudited financial reports for the Project covering the calendar quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods.** All goods required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods

1. **National Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of National Competitive Bidding, subject to the following additional procedures for compliance with the Procurement Guidelines:
 - (i) invitations to bid shall be advertised in at least one national newspaper with a wide circulation, at least thirty (30) days prior to the deadline for the submission of bids;
 - (ii) bid documents shall be made available, by mail or in person, to all who are willing to pay the required fee;
 - (iii) foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders in the bidding process;
 - (iv) bidding shall not be restricted to pre-registered firms;
 - (v) qualification criteria shall be stated in the bidding documents;

- (vi) bids shall be opened in public, immediately after the deadline for submission of bids;
- (vii) single bids shall also be considered for evaluation;
- (viii) bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Bank;
- (ix) before rejecting all bids and soliciting new bids, the Association's prior concurrence shall be obtained;
- (x) contracts shall not be awarded on the basis of nationally negotiated rates;
- (xi) contracts shall be awarded to the lowest evaluated and qualified bidder;
- (xii) post-bidding price negotiations shall not be allowed with the lowest evaluated or any other bidders;
- (xiii) bids shall be solicited and works contracts shall be awarded on the basis of unit prices and not on the basis of a composite schedule of rates;
- (xiv) draft NCB contract would be reviewed by the Association in accordance with the prior review procedures;
- (xv) a firm declared ineligible by the Association, based on a determination by the Association that the firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing an Association-financed contract, shall be ineligible to be awarded an Association-financed contract during the period of time determined by the Association; and
- (xvi) each contract financed from the proceeds of a Credit shall provide that the suppliers, contractors and subcontractors shall permit the Association, at its request to inspect their account and records audited by auditors appointed by the Association. The deliberate and material violation by the supplier, contractor or subcontractor of such provision may amount to obstructive practice.

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

Procurement Method
(a) Shopping

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Quality-based Selection
(b) Selection under Fixed Budget
(c) Least Cost Selection
(d) Selection Based on Consultants' Qualifications
(e) Single-Source Selection
(f) Individual Consultants

D. Review by the Association of Procurement Decisions

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) the respective first goods contract procured by both NTCMU and TTFU on the basis of National Competitive Bidding as well as Shopping regardless of their values; (b) each contract for goods estimated to cost the equivalent of USD200,000 or more procured on the basis of National Competitive Bidding; (c) the respective first consultancy service contract procured by each of the Line Ministries of the Recipient, the NTCMU and the TTFU for services to be provided by a firm, regardless their value; (d) all consultancy service contracts for services to be provided by a firm estimated to cost the equivalent of USD100,000 or more; (e) each consultancy contract procured on the basis of Single Source Selection; (f) the respective first individual consultant contract selected by each of the Line Ministries of the Recipient, the NTCMU, TTFU, and UNCTAD regardless of their values; and (g) all consultancy contracts for

services to be provided by an individual consultant selected by each Line Ministries, NTCMU and TTFU estimated to cost the equivalent of USD50,000 or more. All other contracts shall be subject to Post Review by the Association.

E. Accountability and Transparency Mechanisms in Procurement

1. The Recipient shall cause the Planning Commission and the MoCe to maintain throughout the implementation of their respective parts of the Project, a procurement documentation and record keeping system, in terms satisfactory to the Association, including a publicly accessible website, showing the Project procurement plans, the status of procurement of various contracts (the summary of proposals/bid evaluations and awards), their performance and payment delays, and a list of procurement complaints and status thereof.
2. The Recipient shall cause the Planning Commission and the MoCe to maintain throughout the implementation period of the Project, a second-tier complaint redressal mechanism to review/resolve all procurement complaints under the Project, which mechanism shall be adequately disseminated among potential bidders and other stakeholders, and shall set out clear procedural guidelines and reasonable timeframes for the settlement/resolution of each such complaint.
3. Notwithstanding the provisions of paragraph 1 of this Section III.E, and the reporting requirements of Parts A and B of Section to this Schedule, the Recipient shall cause the NTCMU and TTFU to prepare and furnish to the Association as part of the Project Reports, a procurement report detailing: (i) the status of on-going procurement activities, including a comparison of originally planned and actual dates of procurement actions, status of preparation of request for proposals, bidding documents, advertising, evaluation, contract award and completion time for each contract; (ii) the revised cost estimates of any contract, when applicable; and (iii) an update of Procurement Plan. Each such procurement report shall be prepared in form and substance satisfactory to the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Consultants’ services, goods, and Training and Workshops under:		
(a) Part A of the Project	11,150,000	100%
(b) Part B of the Project	3,250,000	100%
(2) Incremental Operating Costs and Recurrent Costs under:		
(a) Part A of the Project	1,600,000	100%
(b) Part B of the Project	800,000	100%
TOTAL AMOUNT	16,800,000	

For purposes of the above table:

- (a) the term “Incremental Operating Costs” means the expenditures for office rentals, offices consumables, vehicle operation and maintenance, in-country travel costs, lodging and per-diems for Project staff, salaries of contractual staff (other than consultants), advertising expenses and banking charges, incurred by the NTCIP Task Force, the NTCMU and the TTFU in connection with the management and coordination of Project activities, which expenditures would not have been incurred absent the Project, but excluding salaries of civil servants;
- (b) the term “Recurrent Costs” means the salaries, salaries supplements and overhead paid by the Recipient to civil servants seconded to the NTCMU and TTFU; and
- (c) the term “Training and Workshops” means training, workshops and conferences conducted in the territory of the Recipient or attended

abroad by NTCIP stakeholders (subject to the Association's prior non-objection on the basis of budget proposed, the description of activities and the justifiable needs to attend), including purchase and publication of materials, rental of facilities, course fees, and travel and subsistence of trainees.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed USD1,000,000 equivalent may be made for payments made prior to this date but on or after May 30, 2008, for Eligible Expenditures under any Categories; or
 - (b) under Categories (1)(a) and (2)(a) until the Planning Commission, through the NTCMU, has established the procurement documentation and record keeping system (including the publicly accessible website) provided for in Section III.E.1 of this Schedule.
2. The Closing Date is December 31, 2013.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
commencing June 15, 2019 to and including December 15, 2028	1.25%
commencing June 15, 2029 to and including December 15, 2043	2.5%

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

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “CAA” means the Recipient’s Civil Aviation Authority and/or any successor thereto.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Association in May 2004 and revised in October 2006.
5. “FBR” means the Recipient’s Federal Board of Revenue and/or any successor thereto.
6. “GAAP” means the Recipient’s governance and accountability action plan, adopted by the Recipient for the implementation of the Project as part of the Project Implementation and Procurement Manual.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005, (as amended through October 15, 2006).
8. “GNSS” means global navigation satellite systems.
9. “Inter-Ministerial Committee” means the inter-ministerial committee for Project, as established by the MoCe, on February 20, 2008, pursuant to Notification No. 14(2)/2007-ITO(TTFP-2), and in accordance with Section I.A.1(e) of Schedule 2 to this Agreement.
10. “Line Ministries” means, collectively, the Recipient’s ministries represented in the NTCIP Task Force, and/or any successor thereto.
11. “MoCe” means the Recipient’s Ministry of Commerce and/or any successor thereto.
12. “MoComm” means the Recipient’s Ministry of Communications and/or any successor thereto.

13. “MoD” means the Recipient’s Ministry of Defense and/or any successor thereto.
14. “MoF” means the Recipient’s Ministry of Finance, and/or any successor thereto.
15. “MoF&A” means the Recipient’s Ministry of Food and Agriculture and/or any successor thereto.
16. “MoI&P” means the Recipient’s Ministry of Industries and Production, and/or any successor thereto.
17. “MoP&NR” means the Recipient’s Ministry of Petroleum and Natural Resources, and/or any successor thereto.
18. “MoP&S” means the Recipient’s Ministry of Ports and Shipping, and/or any successor thereto.
19. “MoRw” means the Recipient’s Ministry of Railways and any/or successor thereto.
20. “NHA” means the Recipient’s National Highways Authority and/or any successor thereto.
21. “NTCIP” means the Recipient’s National Trade Corridor Improvement Programme, approved by the Prime Minister of the Recipient on August 18, 2005, aimed at reducing the costs of trade and transport logistics and improving quality and standards in order to reduce the cost of doing business in Pakistan and enhance export competitiveness and industrialization.
22. “NTCIP Task Force” means the task force convened within the Planning Commission, on August 22, 2005, pursuant to the letter of the Advisor (Infrastructure), Planning Commission,
23. “NTCMU” means the management unit established within the Planning Commission on January 27, 2007, pursuant to notification No. F.5(130)Admn-VII/2007, and in accordance with Section I.A.1(c) of Schedule 2 to this Agreement.
24. “NTTFC” means the National Trade and Transport Facilitation Committee, established by the MoCe, on February 7, 2008, pursuant to Notification No. 13(2)/2008-TTFP(NTTFC), and in accordance with Section I.A.1(b) of Schedule 2 to this Agreement.
25. “Pakistan Railways” means the Pakistan Railways Attached Department of the MoRw.

26. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
27. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 7, 2009, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
28. “Project Implementation and Procurement Manual” means the implementation manual adopted by the Planning Commission and the MoCe on April 6, 2009, pursuant to the Office Memorandum No. 4(564) PC/T&C/2008, for purposes of carrying out their respective parts of the Project, which manual provides for institutional arrangements for Project management including, *inter alia*: (a) the assignment of roles and responsibilities among agencies and Project staff (organogram), procedures and guidelines for planning, budgeting, and reporting on Project activities; (b) the protocols and guidelines for Project financial management, book keeping, auditing and internal controls; and (c) guidelines for planning, execution, monitoring and supervision of procurement activities under the Project (including second-tier redressal mechanism for procurement complaints).
29. “Railways Regulatory Ordinance” means the Recipient’s Ordinance No. XCII CF 2002 dated October 16, 2002, on the establishment of a railways regulatory authority as approved by the President pursuant to the emergency powers granted under the Proclamation of Emergency of October 14, 1999, and the Provisional Constitution Order No. 1 of 1999, as amended by the Provisional Constitutional Order (Amendment) No. 9 of 1999.
30. “Trucking Policy” means the Trucking Policy for Modernization of the Trucking Sector of Pakistan under National Trade Corridor Improvement Programme (November 2007), approved by the Recipient’s Economic Coordination Committee of the Cabinet, pursuant to ECC-153/12/2007 dated October 31, 2007.
31. “TTFU” means the management unit established within MoCe on April 3, 2007, pursuant to administrative approval No.14(1)/2006-ITO(TTFP-2), and in accordance with Section I.A.1(d) of Schedule 2 to this Agreement.
32. “UNCTAD Contract” means the contract entered into by and between UNCTAD (United Nations Conference on Trade and Development) and the Recipient, on January 18, 2008, whereby the Recipient has engaged UNCTAD’s services to act as Chief Technical Advisor to the MoCe for the carrying out of Part B of the Project.

33. “WCO” means the World Customs Organizations, an independent inter-governmental body established pursuant to the “Convention establishing a Customs Cooperation Council” of December 15, 1950, (Brussels), in force since November 4, 1952, with the mandate to enhance the effectiveness and efficiency of customs administrations.
34. “WTO” means the United Nations World Trade Organization, established on January 1, 1995, pursuant to the Uruguay Round of Negotiation 1986-94.