



LOAN NUMBER 8277-KZ

Loan Agreement

(Second Irrigation and Drainage Improvement Project)

between

REPUBLIC OF KAZAKHSTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated *April 29*, 2014

LOAN AGREEMENT

Agreement dated April 29, 2014, between REPUBLIC OF KAZAKHSTAN (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank 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 — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred and two million nine hundred and two thousand four hundred and forty Dollars (\$102,902,440), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the Front-end Fee not later than 60 days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.
- 2.05. The Payment Dates are June 15 and December 15 in each year.

- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa, or from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through the CWR in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Operational Manual, satisfactory to the Bank, has been adopted by the Borrower.
- (b) The PMU has been established by the Borrower, within the CWR, with composition, resources and terms of reference satisfactory to the Bank, including the selection of a financial management specialist and a disbursement specialist.

- (c) The Borrower has signed a contract, with terms of reference satisfactory to the Bank, for the installation of a fully automated project accounting system capable of generating interim unaudited financial reports.
- 4.02. The Effectiveness Deadline is the date one hundred eighty (180) days after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is the Minister of Finance.
- 5.02. The Borrower's Address is:

Ministry of Finance
11 Pobedy Street
Astana 010000
Republic of Kazakhstan

Telex:	Facsimile:
265126 (FILIN)	(7) (3172) 717785

- 5.03. The Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at Astana, Republic of, as of the day and year first above
written. Kazakhstan

REPUBLIC OF KAZAKHSTAN

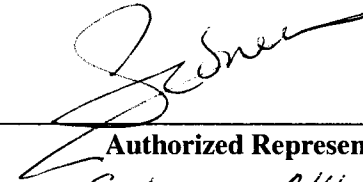
By 

Authorized Representative

Name: Bakhyt Sultanov

Title: Deputy Prime-Minister/
Minister of Finance

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By 

Authorized Representative

Name: Sebnem Akkaya

Title: Country Manager

SCHEDULE 1

Project Description

The objective of the Project is to improve irrigation and drainage service delivery to support farmers in the Project areas.

The Project consists of the following parts:

Part 1: Rehabilitation and Modernization of Irrigation and Drainage Systems Infrastructure

- (a) Carry out rehabilitation and modernization of existing irrigation and drainage infrastructure on approximately 113,000 hectares.
- (b) Support the design and supervision associated with the rehabilitation and modernization of irrigation and drainage infrastructure, including preparing Site-specific Dam Safety Plans.

Part 2: Sustainable Management, Operation and Maintenance of Irrigation and Drainage Systems

- (a) Develop and strengthen rural consumer cooperatives and water-management organizations through: (i) supporting the establishment of the enabling training and support units; (ii) supporting participatory irrigation development and management activities including related water-sector studies and access to credit and leasing resources; and (iii) enhancing management, operation and maintenance activities, including water-monitoring tools.
- (b) Support modernization and strengthening of on-farm water management at the rural consumer cooperatives level.
- (c) Support modernization and strengthening of the management, operation and maintenance of the main irrigation and drainage system.

Part 3: Agricultural Development

- (a) Strengthen farmers capacity through: (i) improving of farm management and land use; (ii) supporting knowledge transfer on innovative agro-techniques; and (iii) supporting agro-cooperatives, including establishing and strengthening the enabling farmers services centers.
- (b) Support farming and irrigation mechanization through: (i) developing water-saving techniques; (ii) facilitating access to maintenance equipment for the on-farm irrigation systems; and (iii) strengthening the related advisory facilities.

Part 4: Project Management, Technical Assistance and Training

Support the PMU in project management, administration, coordination, procurement, financial management, including the monitoring and evaluation of Project impacts, and preparation and implementation of EAs, and audits.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Borrower shall carry out the day-to-day Project activities, through the CWR, in accordance with the following institutional and other arrangements:

1. The Borrower shall carry out the Project in accordance with the requirements, criteria, organizational arrangements and operational procedures set forth in the Operational Manual and shall not assign, amend, abrogate or waive any provisions of the Operational Manual without prior approval of the Bank.
2. The Borrower shall maintain in Astana, at all times during the implementation of the Project, the PMU, within the CWR, with a composition, resources and terms of reference, all satisfactory to the Bank.
3. No later than ninety (90) days from the Effective Date, the Borrower shall establish and maintain in Shymkent, at all times during the implementation of the Project, an office of the PMU, with a composition, resources and terms of reference, all satisfactory to the Bank.
4. Prior to the award of a contract for works for the respective irrigation and drainage system, the Borrower shall prepare and furnish to the Bank for its prior review and approval, a design report for each irrigation and drainage system under Part 1 of the Project, which shall include: (a) a description of the current state of the irrigation and drainage system; (b) a description, bill of quantities, cost estimates and an economic analysis of the proposed irrigation and drainage system rehabilitation and modernization; (c) information on the rural consumer cooperatives that are located within the sub-project areas, including information on their institutional and financial status, implementation capacity, their operation and maintenance plan, and an estimate of the required irrigation service fee; and (d) such other information as the Bank shall reasonably request.

B. Anti-Corruption

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

C. Safeguards

1. The Borrower shall carry out the Project in accordance with the requirements, criteria, organizational arrangements and operational procedures set forth in the Framework EMP, the site-specific EAs, the Dam Safety Plan and the applicable Site-specific Dam Safety Plans and shall not assign, amend, abrogate or waive any provisions of the Framework EMP, the site-specific EAs, the Dam Safety Plan, or the applicable Site-specific Dam Safety Plans, without prior approval of the Bank.
2. Prior to the commencement of any civil works under Part 1 of the Project, the Borrower shall prepare for each site an EA, in a manner satisfactory to the Bank.
3. Prior to the commencement of any civil works under Part 1(a) of the Project, if applicable pursuant to the guidelines set for the purpose in the Project Operational Manual, the Borrower shall prepare a Site-specific Dam Safety Plan, in a manner satisfactory to the Bank.
4. The Borrower shall ensure that all measures identified and described in the site-specific EAs and the Site-specific Dam Safety Plans are taken in a timely manner.
5. For the purposes of carrying out Part 1 of the Project, there shall be no land acquisition under the Project resulting in Resettlement.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators agreed with the Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Bank not later than forty five (45) days after the end of the period covered by such report.
2. Within three years of the Effective Date, the Borrower shall carry out jointly with the Bank, a mid-term review of the progress made in carrying out the Project (hereinafter referred to as the Midterm Review). The Midterm Review shall cover, amongst other things:
 - (a) progress made in meeting the Project's objective; and
 - (b) overall Project performance against Project performance indicators.

3. The Borrower shall prepare, at least four (4) weeks prior to the Midterm Review and furnish to the Bank, a separate report describing the status of implementation of each component of the Project and a summary report of Project implementation generally.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare, and furnish to the Bank not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.
3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan 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 Loan 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 Bank 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, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<u>Procurement Method</u>
(a) National Competitive Bidding, subject to additional provisions set forth in the Attachment to this Schedule 2
(b) Shopping
(c) Direct Contracting

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 the 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.

<u>Procurement Method</u>
(a) Quality-Based Selection
(b) Selection under a Fixed Budget
(c) Least Cost Selection
(d) Selection Based on Consultant's Qualifications
(e) Single Source Selection
(f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants
(g) Sole Source Procedures for the Selection of Individual Consultants

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank 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 Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<u>Category</u>	<u>Amount of the Loan Allocated (expressed in USD)</u>	<u>Percentage of Expenditures to be financed (inclusive of Taxes)</u>
(1) Works under Part 1 of the Project	93,000,000	30%
(2) Goods, consultants’ services, non-consulting services, Training and Operating Costs under Parts 1, 2, 3 and 4 of the Project	9,902,440	30%
TOTAL AMOUNT	102,902,440	

“Operating Costs” means incremental operating costs incurred by CWR on account of Project implementation, management and monitoring, as approved by the Bank on the basis of budgets acceptable to the Bank, which would not have been incurred absent the Project and include, *inter alia*, the costs of: (i) staff costs of the PMU; (ii) maintenance and operation of equipment and vehicles procured or used for the management of the Project; (iii) travel costs and per diems; (iv) consumable office supplies; (v) communication, printing and publications; (vi) costs of translation and interpretation; (vii) operating costs of the farmers service centers; (viii) operating costs of demonstration sites under Part 3(a)(i) of the Project; (ix) operating costs of the system maintenance machinery and irrigation system maintenance machinery under Part 3(b) of the Project; and (x) bank charges; and other miscellaneous costs as may be agreed with the Bank from time to time.

“Training” means training activities (other than consultants’ services) to be carried out under the Project, as approved by the Bank on the basis of annual training and study tour plans acceptable to the Bank, including the reasonable and necessary local and international travel and visa expenses incurred by participants in training workshops, as well as lodging, subsistence, local and international per diem allowances according to the guidelines of the Borrower, registration, tuition and facilitators’ fees, minor organizational expenses (including costs of stationery, handouts and training materials), translation and interpretation costs, facility rental costs, and other expenditures directly relating to the training workshop and study tour activity, as may be agreed with the Borrower.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) from the Loan Account until the Bank has received payment in full of the Front-end Fee; or
 - (b) for payments made prior to the date of this Agreement; or
 - (c) under Category 1, unless an EA and, if applicable, a Site-specific Dam Safety Plan, have been prepared by the Borrower, in connection with the site for which withdrawal for expenditures has been submitted.
2. The Closing Date is December 31, 2021.

**Attachment
to
SCHEDULE 2**

The procurement procedure to be followed for National Competitive Bidding shall be the "Public Procurement through Tender" procedures set forth in the Law of the Borrower on Public Procurement No. 303-III, dated July 21, 2007 as amended as of January 8, 2013, No. 63-V; provided, however, that such procedure shall be subject to the provisions of Section I, Paragraphs 3.3 and 3.4 of Section III, and Appendix 1 of the Procurement Guidelines and the following additional provisions:

- (a) **Eligibility:** The eligibility of bidders to participate in a procurement process and to be awarded a Bank-financed contract 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 Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process.
- (b) **Registration:** Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids.
- (c) **Preferences:** No preference of any kind shall be applied in bid evaluation on the basis of bidder nationality; origin of goods, services or labor; local content; citizen degree of ownership; and/or any other preferential programs.
- (d) **Bidding Documents:** Procuring entities shall use the appropriate standard bidding documents, including contractual provisions, satisfactory to the Bank.
- (e) **Cost Estimates:** Cost estimates shall be confidential and shall not be disclosed to prospective bidders.
- (f) **Bid Validity:** An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the expiration date and for a minimum period required to complete the evaluation or award a contract, provided that such extension shall cover only the minimum period required to complete the evaluation and/or award a contract, but not to exceed four (4) weeks. No further extensions shall be requested without the prior written concurrence of the Bank.

- (g) **Bid Submission and Bid Opening:** Prospective bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be opened in public immediately after the deadline for their submission. A copy of the bid opening minutes shall be promptly provided to all bidders who submitted bids, and to the World Bank with respect to contracts subject to the Bank's prior review.
- (h) **Qualification:** Qualification criteria shall be clearly specified in the bidding documents. All criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a "pass or fail" basis, and merit points shall not be used. Such assessment shall be based entirely upon the bidder's or prospective bidder's capability and resources to effectively perform the contract, taking into account objective and measurable factors, including: (i) relevant general and specific experience, and satisfactory past performance and successful completion of similar contracts over a given period; (ii) financial position; and where relevant (iii) capability of construction and/or manufacturing facilities.
- (i) Prequalification procedures and documents satisfactory to the World Bank shall be used for large, complex and/or specialized works contracts. Verification of the information upon which a bidder was prequalified, including current commitments and the bidder's capability with respect to personnel and equipment, shall be carried out at the time of contract award.
- (j) Where prequalification is not used, the qualification of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying the qualification criteria stated in the bidding documents.
- (k) **Bid Evaluation:** Evaluation criteria shall be clearly specified in the bidding documents. Evaluation of bids shall be made in strict adherence to the quantifiable criteria declared in the bidding documents. Evaluation criteria other than price shall be quantified in monetary terms. Merit points and bracketing shall not be used, and no minimum point or percentage value shall be assigned to the significance of price, in bid evaluation. Bidders shall not be eliminated on the basis of minor, nonmaterial deviations.

- (l) Contracts shall be awarded to the qualified bidder whose bid has been determined: (i) to be substantially responsive to the bidding documents; and (ii) to offer the lowest-evaluated cost. No negotiation as to the price or substance of the bid shall take place.
- (m) Rejection of Bids and Re-Bidding: No bids shall be rejected solely because they fall below or exceed the estimated cost or outside of a range or “bracket” of bid values. All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank’s prior written concurrence.
- (n) Guarantees: Guarantees shall be in the format and have the required period of validity specified in the bidding documents.
- (o) Confidentiality: The process of bid evaluation shall be confidential until the publication of contract award.
- (p) Electronic Procurement Systems: Electronic procurement systems may be used, provided that the World Bank is satisfied with the adequacy of the systems.
- (q) Fraud and Corruption: In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank’s policy to sanction firms or individuals, found to have engaged in fraud and/or corruption as defined in the Procurement Guidelines.
- (r) Inspection and Audit Rights: In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank’s policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each June 15 and December 15 Beginning December 15, 2021 through June 15, 2031	5%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
 - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

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 and revised in January 2011.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers”, dated January 2011.
4. “CWR” means Committee for Water Resources, established under the Borrower’s Ministry of Environment and Water Resources, pursuant to Presidential Decree No. 466, of January 16, 2013, and Government Resolution No. 172, of February 25, 2013, or any successors thereto.
5. “Dam Safety Plan” means the detailed plan, dated December 1, 2007, describing the priority safety measures to be implemented in the course of rehabilitation of each irrigation dam under Part 1 of the Project, including the detailed investigation of their performance and safety and the institutional arrangements for the operation and maintenance of each such dam.
6. “Site-specific Dam Safety Plan” means a site-specific plan to be carried out by the Borrower and satisfactory to the Bank, verifying that all required dam safety interventions have been duly undertaken by the Borrower.
7. “EA” or environmental assessment means a site-specific study, satisfactory to the Bank, to be prepared by the Borrower pursuant to Section I.C. of Schedule 2 of this Agreement, in respect of works to be undertaken by the Borrower under Part 1 of the Project, consisting of, *inter alia*: (i) a description of the site where the Project activities are to be carried out; (ii) the potential and actual adverse social and environmental impacts of the activities referred to under paragraph (i) above; and (iii) a site-specific EMP describing the environmental mitigation, monitoring, and institutional measures required for the site pursuant to the EA and the Framework EMP; and “EAs” refers to more than one EA.
8. “EMP” means an environmental management plan, satisfactory to the Bank, to be prepared by the Borrower as part of the site-specific EA, pursuant to Section I.C. of Schedule 2 of this Agreement; and “EMPs” refers to more than one EMP.

9. “Framework EMP” means the Borrower’s environmental and social management framework, titled “Environmental Management Plan”, satisfactory to the Bank, dated December 1, 2007, updated on May 27, 2013, and re-disclosed on the CWR’s website on July 10, 2013 and at the Bank’s Infoshop on June 7, 2013, describing the rules, guidelines and procedures to assess environmental impacts and defining measures to reduce, mitigate or offset adverse environmental impacts associated with the implementation of activities under the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as the same may be amended and supplemented from time to time with the Bank’s prior written approval.
10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated March 12, 2012.
11. “Operational Manual” means the manual, satisfactory to the Bank, to be prepared by the Borrower pursuant to Section 4.01(a) of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, including a manual of financial procedures, implementation plan, sub-project screening criteria, and a charter of accounts, consistent with the provisions of this Agreement and with the national laws and regulations of the Borrower, as the same may be amended and supplemented from time to time with the Bank’s prior written approval.
12. “PMU” means the Project Management Unit to be established within the CWR pursuant to Section 4.01(b) of this Agreement, with responsibility for day-to-day management of the Project.
13. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers”, dated January 2011.
14. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 15, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
15. “Ministry of Environment and Water Resources” means the Borrower’s Ministry of Environment and Water Resources, or any successors thereto.

16. "Resettlement" means: (i) the involuntary taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.