CREDIT NUMBER 4406-CE

Financing Agreement

(Dam Safety and Water Resources Planning Project)

between

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated May 28, 2008

CREDIT NUMBER 4406-CE

FINANCING AGREEMENT

AGREEMENT dated May 28, 2008, between DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA ("Recipient") 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 the Financing Agreement have the meanings ascribed to them in the General Conditions and 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 forty one million one hundred thousand Special Drawing Rights (SDR 41,100,000) ("Credit") 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollars.

ARTICLE III – PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall:
 - (a) carry out Part 1 of the Project through MASL, in collaboration with CEB and NWSDB, and through ID;
 - (b) carry out Part 2(a), (b) and (c) of the Project through ID in collaboration with the Department of Meteorology, and Part 2(e) of the Project through the Water Resources Board; and
 - (c) carry out Part 3(a) and (c) of the Project through ID, Part 3(b) of the Project through MASL, Part 3(d) and (e) of the Project through ID and MASL, 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 – TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V – REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Secretary, Ministry of Finance and Planning.
- 5.02. The Recipient's Address is:

Ministry of Finance and Planning The Secretariat Colombo 1, Sri Lanka

| Cable: | Telex: | Facsimile: |
|-----------|--------------|--------------------------------|
| SECMINFIN | FINMIN 21409 | 94 11 2449823 94 11 2447633 |

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 | 248423 (MCI) or | 1-202-477-6391 |
| Washington, D.C. | 64145 (MCI) | |

AGREED in Colombo, Sri Lanka, as of the day and year first above written.

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

By

/s/ P.B. Jayasundera Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Naoko Ishii Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to assist the Recipient to: (i) establish longterm sustainable arrangements for the operation and maintenance of large dams; and (ii) improve water resources planning.

The Project consists of the following parts:

Part 1: Dam Safety and Operational Efficiency Improvement

- (a) (i) Carrying out remedial repairs to improve dam stability and modifications and upgrades to civil and electromechanical components of 32 high risk large dams, prioritized according to hazard and risk; and (ii) livelihood support assistance to communities impacted by interruption of irrigation supplies during dam rehabilitation works to enable them to deal with food insecurity caused by such interruption.
- (b) Acquisition and installation of basic safety equipment such as accessibility, lighting, communications, security and emergency repair equipment, and preservation of vulnerable catchment areas of 80 major dams, including the 32 high risk large dams referred to in the previous paragraph.
- (c) Collection of essential basic engineering information for 80 hazardous dams.
- (d) Development of portfolio risk assessment techniques using selected dams.
- (e) Carrying out a need based operation and maintenance analysis before and after major remedial measures foreseen under the Project and rechecking of existing early warning systems and enhancement.
- (f) Enhancing the capacity of MASL, ID, the CEB, and the NWSDB to carry out dam safety management, surveillance, monitoring and evaluation, including provision of training to staff, and formation

of a dam safety excellence centre to satisfy the short to mediumterm training needs of the dam owning agencies.

- (g) Development of operation and maintenance manuals and standing operating procedures and emergency action plans for 15 sample dams.
- (h) Acquisition and installation of equipment for establishment of a pilot Data Acquisition and Control System for dams owned or operated by MASL, the CEB and ID and for display of selected dam and reservoir parameters.
- (i) Acquisition of computer software for hydraulic, hydrologic and structural analysis of dams and appurtenances.
- (j) Establishment of an inter-organizational arrangement for regular dam safety inspection and assurance, such arrangement to include dam owner-operator organizations and the Disaster Management Center of the Recipient; and revision to the Sri Lanka Disaster Management Act (No. 13 of 2005) to include provisions for dam safety.
- (k) Preparation of emergency action plans for selected dams and provision of training to staff of dam owners in flood mapping, dam break modeling and preparation of emergency action plans.
- (l) Acquisition of computer software for a dam maintenance management system.
- (m) Carrying out an analysis and evaluation of instrumentation data for selected dams.
- (n) Carrying out safety review inspections for the Minipe Transbasin Canal, the Polgolla Tunnel and the New Laxapana Power tunnels and development of proposals for remedial measures recommended after such inspections.
- (o) Carrying out special studies of Senanayake Samudraya, Samanalawewa, and Victoria Dams and development of proposals for remedial measures recommended after such studies.
- (p) Carrying out a study to identify secondary benefits available from existing reservoirs with a view to exploring the possibility of

increasing the revenue earned by such reservoirs and its possible use for operation and maintenance of the dams and reservoirs.

Part 2: Hydro-meteorological Information System Improvement

- (a) Establishment or upgrading, as appropriate, of 50 hydrometric stations.
- (b) Establishment of a data bank at ID, compatible with the data bank of the Department of Meteorology.
- (c) Provision of training to staff of ID to improve their analytical capability.
- (d) Development of procedures and provision of tools and training for real-time analysis of flood situations in the influent streams of selected reservoirs.
- (e) Establishment of a groundwater monitoring system.

Part 3: Multi-sectoral Water Resources Planning

- (a) Development of a national water use plan to achieve the goals and objectives set out in the Recipient's national development framework.
- (b) Preparation of an updated water resources development plan for the Mahaweli Ganga and adjoining connected river basins.
- (c) Preparation of a multi-sector, integrated and comprehensive development plan for the Mundeni Aru Basin.
- (d) Carrying out of pre-feasibility and feasibility studies of priority investment projects.
- (e) Carrying out minor refurbishment of offices of MASL and ID as required to enable them to carry out Part 3(a) to 3(d) of the Project.

Part 4: Project management, monitoring and evaluation

(a) Establishment and maintenance of the Project Management Unit, including minor refurbishment of its offices, and of the Project Units of each of the Implementation Agencies.

- (b) Carrying out of Project planning, budgeting, monitoring, evaluation and learning activities.
- (c) Provision of technical assistance to assist Implementing Agencies and Implementing Ministries in Project planning, management, monitoring and evaluation.

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

A. Project Management, Coordination and Oversight

- 1. For the purposes of overall management and oversight of the Project, the Recipient shall:
 - (a) maintain for the duration of the Project, a Project Management Unit within MADAS having terms of reference acceptable to the Association, and headed by a full time Project Director with skills, qualifications and experience satisfactory to the Association and assisted by full time staff with adequate skills and resources and in sufficient numbers;
 - (b) maintain for the duration of the Project a National Project Oversight Committee having terms of reference acceptable to the Association, chaired by the Secretary of MOFP and comprised of the other secretaries of the Implementing Ministries, the heads of the Implementing Agencies, the Directors General of ERD, NPD, and NBD, any other agencies as may be deemed necessary by the co-chairs, and the Project Director, which shall provide policy guidance and oversight to the Project Management Unit at the national level and resolve inter-ministerial issues, if any, related to the Project;
 - (c) maintain for the duration of the Project, a Project Steering Committee
 co-chaired by the secretaries of MADAS and MIWM and having representation from all the Implementing Agencies, ERD, NPD, NBD, any other agencies as may be deemed necessary by the cochairs, and the Project Director, which shall provide operational guidance and oversight to the Project Management Unit at the Project level; and
 - (d) establish, by July 15, 2008, and maintain for the duration of the Project a Dam Safety Review Panel under terms of reference

agreed with the Association and composed of independent experts on dam safety each with qualifications, skills and experience acceptable to the Association, to: (i) advise the PMU, the Implementing Agencies and Implementing Ministries on matters related to dam safety and other critical aspects of dams; (ii) review and evaluate the Implementing Agency's operation and maintenance procedures and recommend improvements where necessary, in respect of the works financed under the Part 1 of the project. The Recipient shall cause the Dam Safety Review Panel to meet at intervals agreed upon with the Association.

- 2. For the purposes of carrying the Project, the Recipient shall:
 - (a) assign, using the Recipient's administrative regulations, adequate staff having skills, qualifications and experience and on terms of reference acceptable to the Association, to the Project Implementing Units within MASL, ID and WRB, and maintain such units for the duration of the Project; and
 - (b) by July 15, 2008, appoint ISCs acceptable to the Association to assist the Recipient in the implementation of Parts 1, 2 and 3 of the Project.
- 3. The Recipient shall: (i) implement the Project in accordance with the Project Implementation Plan, the Financial Management Manual, the Procurement Administration Manual, the Environmental Assessment and Management Framework and the Social Safeguard Management Process Map; (ii) shall not amend or waive any provision of the said documents without the Association's prior approval; and (iii) allocate sufficient staff with adequate resources to enable it to comply with the provisions of this paragraph.
- 4. The Recipient shall, after completion of any of the works under Part 1 of the Project, and using the arrangement to be established under Part 1(j) of the Project, ensure periodic safety inspections of the dams subject to such works, such inspections to be performed by independent qualified professionals who have not been involved in the design or implementation of works under Part 1 of the Project.

Section II. <u>Project Monitoring, Reporting, Evaluation</u>

A. Project Reports

- 1. The Recipient shall no later than December 31 in each year, beginning no later than December 31, 2008, furnish to the Association for its review and comments a proposed annual work program and budget for the next following fiscal year, giving details of its proposed work program activities, cost estimates and budget proposals for the Project; and thereafter implement the annual work program and budget, taking into account such comments as may have been made thereon by the Association.
- 2. 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 the 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, beginning three (3) months after the date of Effectiveness.
- 3. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than four (4) months after the Closing Date.
- 4. (a) The Recipient shall furnish to the Association on or about June 30, 2010, a mid term review report prepared by independent monitoring and evaluation consultants reflecting the monitoring and evaluation results on Project progress during the period proceeding the said report and setting out the measures recommended to ensure efficient carrying out of the Project and the achievement of the objectives in the remaining Project period, and shall review with the Association, by September 30, 2010, or such later date as the Association shall request, the mid-term report, and thereafter take all measures required to ensure efficient completion of the Project and achievement of the objectives, based on the conclusions and recommendations of the said report and the Association's comments on the matter.
 - (b) The Recipient shall appoint independent monitoring and evaluation consultants for the purposes of the preceding paragraph by December 31, 2009.
- 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. The Recipient shall, by October 31, 2008, implement a computerized management information system acceptable to the Recipient and the Association.
- 3. The Recipient shall, by August 1, 2008, establish an internal audit unit within the PMU with staff having qualifications, experience and terms of reference acceptable to the Association.
- 4. 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 not later than within forty-five (45) days of the end of each calendar quarter interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 5. 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 (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Project Preparation Advance was made. 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. <u>Procurement</u>

A. General

1. **Goods and Works**. All goods and works 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 Schedule.

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 Schedule.

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 and Works

1. **International Competitive Bidding**. Except as otherwise provided in paragraphs 2 and 3 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **National Competitive Bidding**. Except as otherwise provided in paragraph 3 below, goods estimated to cost \$250,000 or less per contract, and works estimated to cost \$4,000,000 or less per contract, shall be procured under contracts awarded on the basis of National Competitive Bidding, subject to the use of National Standard Bidding Documents satisfactory to the Association.

3. **Other Methods of Procurement of Goods and Works**. The following table specifies the methods of procurement, other than International and 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 | | |
| (b) | Direct Contracting | | |
| (c) | Force Account* | | |
| (d) | Community Based procurement* | | |

*To be procured only after clearance from the Association for the specific works to be procured following these procedures.

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 a Fixed Budget | |
| (c) | Least Cost Selection | |
| (d) | Selection Based on Consultants' Qualifications | |
| (e) | Single Source Selection | |
| (f) | Selection of Individual Consultants | |

D. Review by the Association of Procurement Decisions

1. 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) each contract for goods procured on the basis of International Competitive Bidding; (b) each contract for goods estimated to cost \$100,000 or more, and the first contract, irrespective of the value, procured on the basis of National Competitive Bidding; (c) each contact for works procured on the basis of International Competitive Bidding; (d) each contract for works estimated to cost \$2,000,000 or more, and the first contract for works for each Implementing Agency, irrespective of the value, procured on the basis of National Competitive Bidding; (e) the first two contracts, irrespective of value, procured on the basis of Community Based Procurement; (f) each contract for Consultant Services estimated to cost more than \$100,000; (g) each contract for Consultants' Services hired on the basis of single source selection; (h) each contract for Individual Consultants selected on single source basis; and (i) each contract for an individual consultant selected on competitive basis estimated to cost more than \$50,000. All other contracts shall be subject to Post Review by the Association.

Section IV. <u>Withdrawal of the Proceeds of the Financing</u>

A. General

 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

May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions).

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 Credit 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 |
|---|--|--|
| (1) Works (a) Under Part 1 of the Project (b) Under Part 2 of the Project (c) Under Part 3 of the Project | 18,030,000 650,000 20,000 | 85% 85% 85% |
| (2) Goods, including Equipment and Vehicles, Consultants services and Training: (a) Under Part 1 of the Project (b) Under Part 2 of the Project (c) Under Part 3 of the Project (d) Under Part 4 of the Project | 9,570,000 3,820,000 3,850,000 1,530,000 | 100% |
| (3) Incremental Operating Costs | 880,000 | 70% |
| (4) Refund of Project Preparation Advance | 320,000 | Amount payable pursuant to Section 2.07 of the General Conditions |
| (5) Unallocated | 2,430,000 | |
| TOTAL | 41,100,000 | |

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 \$1,000,000 equivalent may be made for payments made prior to this date but on or after March 31, 2008, for Eligible Expenditures;
 - (b) for payments under Categories (1)(a) and (2)(a) until the staff and consultants referred to in Paragraph 2 of Section I.A of Schedule 2 to this Agreement have been hired in respect of Part 1 of the Project;
 - (c) for payments under Categories (1)(b), and (2)(b) until the staff and consultants referred to in Paragraph 2 of Section I.A of Schedule 2 to this Agreement have been hired in respect of Part 2 of the Project;
 - (d) for payments under Categories (1)(c), and (2)(c) until the staff and consultants referred to in Paragraph 2 of Section I.A of Schedule 2 to this Agreement have been hired in respect of Part 3 of the Project; and
 - (e) under Category 1(a) for any dam until environmental impact assessments, environmental management plans and steps required to implement the Livelihood Support Assistance Plan as provided for in the Process Map have been completed to the satisfaction of the Association with respect to that dam.
- 2. The Closing Date is June 30, 2013.

SCHEDULE 3 Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|---|
| On each March 15 and September 15 | |
| commencing September 15, 2018, and including March 15, 2028 | 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. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 2. "CEB" means the Ceylon Electricity Board, an agency established within the Recipient's Ministry of Power and Energy by the Recipient's Law No.17 of 1969, and any successors thereto.
- 3. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Recipients" published by the Bank in May 2004.
- 4. "DOM" means the Department of Meteorology in the Ministry of Disaster Management and Human Rights, or any successor thereto.
- 5. "DSRP" means the Dam Safety Review Panel, an independent panel of experts on dam safety to be appointed by the Recipient as provided for in Paragraph A.1 (d) of Section I of Schedule 2 to this Agreement to advise the PMU, the Implementing Agencies and Implementing Ministries on matters related to dam safety and other critical aspects of dams, and to review and evaluate the Implementing Agency's operation and maintenance procedures and recommend improvements where necessary.
- 6. "Environmental Assessment and Management Framework" means the guidelines dated January 2007, prepared and publicly disclosed by the Recipient, and approved by the Association, for environmental safeguard management in undertaking environmental analysis and developing mitigation measures for all Project activities.
- 7. "ERD" means the External Resources Department within MOFP.
- 8. "Financial Management Manual" means the manual for financial management of the Project prepared by the Recipient dated February 1, 2008, and approved by the Association, which sets out procedures for accounting, financial management and disbursements for the Project.
- 9. "General Conditions" means the "International Development Association General Conditions for Credits and Grants" dated July 1, 2005.
- 10. "ID" means the Irrigation Department, a department within MIWM, or any successors thereto.

- 11. "Implementing Agencies" means the agencies of the Recipient involved in implementing the Project, that is, ID, NWSDB, WRB and CEB and "Implementing Agency" means any one of them.
- 12. "Implementing Ministries" means the Recipient's ministries involved in implementing the Project, that is MASL, MADAS and MIWM.
- 13. "Incremental Operating Costs" means the reasonable costs incurred by the Recipient in respect of the Project, including costs of office utilities and supplies, communication, printing services, vehicle rental, operation and maintenance of vehicles, office equipment and facilities, travel, lodging and per-diem expenses, bank charges and advertising expenses, but excluding salaries and allowances of the Recipient's civil servants.
- 14. "ISCs" means the implementation support consultants to be appointed by the Recipient as provided for in Paragraph A.2(b) of Section I of Schedule 2 to this Agreement to assist in the implementation of the Project.
- 15. "Livelihood Support Assistance Plan" means the plan approved by the Association on January 3, 2008, setting out modalities for assisting communities affected by water flow interruptions caused by activities under the Project, such assistance to include cash assistance to affected households and wage assistance for landless laborers and fishers.
- 16. "MADAS" means the Recipient's Ministry of Agriculture Development and Agrarian Services and any successor thereto.
- 17. "MASL" means the Mahaweli Authority of Sri Lanka, an agency established within MADAS by the Recipient's Law No.2 of 1979 as amended by its Law No. 59 of 1993 and any successors thereto.
- 18. "MIWM" means the Recipient's Ministry of Irrigation and Water Management and any successor thereto.
- 19. "MOFP" means the Recipient's Ministry of Finance and Planning and any successor thereto.
- 20. "MOPCLG" means the Recipient's Ministry of Provincial Councils and Local Government and any successor thereto.
- 21. "NBD" means the National Budget Department within MOFP.
- 22. "NPD" means the National Planning Department within MOFP.

- 23. "NPOC" means the National Project Oversight Committee, an inter-ministerial committee established by the Recipient, and to be maintained as provided for in Paragraph A.1 (b) of Section I of Schedule 2 to this Agreement, to provide policy guidance and oversight at the national level and resolve inter-ministerial issues related to the Project.
- 24. "NWSDB" means the National Water Supply and Drainage Board, an agency established within Recipient's Ministry of Water Supply and Drainage, by the Recipients Law No.2 of 1979 as amended by its Law No. 13 of 1992, and any successors thereto.
- 25. "Procurement Administration Manual" means the manual dated February 1, 2008, prepared by the Recipient and approved by the Association, which sets forth procedures for all procurements of the Project.
- 26. "Procurement Guidelines" means the "Guidelines for Procurement under IBRD Loans and the IDA Credits" published by the Bank in May 2004.
- 27. "Procurement Plan" means the Recipient's initial procurement plan for the Project, dated January 15, 2008, 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 Plan" means the implementation plan prepared by the Recipient for the Project and approved by the Association.
- 29. "Project Implementing Units" means the units within MASL, ID and WRB maintained as provided for in Paragraph A.2(a) of Section I of Schedule 2 to this Agreement.
- 30. "Project Management Unit" means the unit established within MADAS and to be maintained as provided for in Paragraph A.1(a) of Section I of Schedule 2 to this Agreement for purposes of overall management of the Project under the policy guidance and oversight of the NPOC at the national level and the operational guidance of the Project Steering Committee at the project level.
- 31. "Project Steering Committee" means the committee established by the Recipient and to be maintained as provided for in Paragraph A.1(c) of Section I of Schedule 2 to this Agreement to provide operational guidance and oversight to the Project Management Unit at the Project level.
- 32. "Social Safeguard Management Process Map" and "Process Map" mean the Recipient's procedures set out in the Project Implementation Plan for mitigating the

social and environmental impacts of the Project including planning, implementing and monitoring the Livelihood Support Assistance Plan, and taking steps to mitigate the environmental impact of remedial repairs to major dams.

33. "WRB" means the Water Resources Board, an agency established within MIWM by the Recipient's Law No. 29 of 1964, as amended, and any successors thereto.