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LOAN NUMBER 7634 JO

# Loan Agreement

(Additional Loan for the Amman Development Corridor Project)

between

THE HASHEMITE KINGDOM OF JORDAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

Dated January 21, 2009

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## **LOAN NUMBER 7634 JO**

### **LOAN AGREEMENT**

AGREEMENT dated January 21, 2009, between THE HASHEMITE KINGDOM OF JORDAN (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing an additional loan for activities related to the Original Project (as defined in the Appendix to this Agreement). 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 the Loan 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 thirty-three million United States dollars (US\$33,000,000) (“Loan”), as such amount may be converted in accordance with the provisions of Article II of this Agreement, 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. On or promptly after the Effectiveness Date, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay itself the amount of said fee.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(d) of the General Conditions.
- 2.05. The Payment Dates are March 1 and September 1 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 Fixed Rate to a Variable Rate, or vice versa; 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, through MoPWH, shall carry out the Project 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 - REMEDIES OF THE BANK**

- 4.01. The Additional Event of Suspension consists of the following, namely, that the PIP has been amended, abrogated or modified without the Bank’s prior consent.
- 4.02. The Additional Event of Acceleration consists of the following: the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

**ARTICLE V - EFFECTIVENESS; TERMINATION**

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

**ARTICLE VI - REPRESENTATIVE; ADDRESSES**

- 6.01. The Borrower's Representative is the Minister of Planning and International Cooperation.

- 6.02. The Borrower's Address is:

Ministry of Planning and International Cooperation  
Post office Box 555  
Amman, 11118  
The Hashemite Kingdom of Jordan

Facsimile:

962 464 9341

- 6.03. 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 Amman, The Hashemite Kingdom of Jordan, as of the day and year first above written.

**THE HASHEMITE KINGDOM OF JORDAN**

By /s/ Suhair Al-Ali

Authorized Representative

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By /s/ Ziad Badr

Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to assist the Borrower in: (i) supporting more efficient transport and logistics services by removing key infrastructure transport bottlenecks; and (ii) providing access to affordable land for productive investment and urban development purposes.

The Project consists of the Original Project.

## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### **A. Institutional Arrangements**

1. The Borrower, through MoPWH, shall implement the Project in accordance with the provisions of the PIP and the Procurement Plan. Except as the Bank shall otherwise agree, the Borrower shall not amend or waive any provision of the PIP or the Procurement Plan, if, in the opinion of the Bank, such amendment or waiver may materially or adversely affect the carrying out of the Project or the achievement of the Project objectives.

2. The Borrower shall vest in MoPWH the overall responsibility for carrying out the Project. MoPWH shall carry out Part A of the Project and shall coordinate the implementation of: (i) Part B of the Project with GCD and MoT; and (ii) Part C of the Project with the Borrower's Ministry of Municipal Affairs, GAM and other concerned municipalities and stakeholders.

3. Without prejudice to the provisions of paragraphs 1 and 2 above, MoPWH shall implement: (i) the Environmental Management Plan with assistance from the Borrower's Ministry of Environment and other stakeholders; (ii) the RAP in close coordination with the municipalities of the Amman Metropolitan Area; and (iii) the CRMP in coordination with the Borrower's Department of Antiquities.

4. The Borrower shall, throughout the period of implementation of the Project and in a manner satisfactory to the Bank, maintain the ADC Steering Committee established pursuant to the Council of Ministers' Decision dated March 23, 2004, for the purpose of overseeing the implementation progress and the provision of guidance on promoting the Project.

5. The Borrower shall, throughout the period of implementation of the Project and in a manner satisfactory to the Bank, maintain the ADC Executive Committee established pursuant to the Council of Ministers' Decision dated March 23, 2004, for the purpose of managing and organizing the land usages within the Project's area of influence.

6. The Borrower shall throughout the period of implementation of the Project and in a manner satisfactory to the Bank, maintain the ADC Urban Development Technical Unit under the ADC Executive Committee, such Unit shall serve a vital advance planning function, with no decision-making responsibilities. The Technical Unit shall, *inter alia*, be responsible for: (i) carrying out urban planning studies for development within the ADC's zone of influence; (ii) promoting and guiding development within and along the ADC; (iii) assisting industrial and real estate developers to locate and prepare their

subprojects; and (iv) assessing and monitoring transport and land use impacts of planned developments.

7. For the purpose of ensuring effective management of Project implementation, the Borrower shall throughout the period of implementation of the Project and in a manner satisfactory to the Bank, cause MoPWH to maintain the PMT, headed by a Project Manager and staffed with adequate number of engineers from MoPWH. The PMT shall be responsible for: (i) reporting, monitoring and evaluation activities, the procurement process, financial management and audit requirements; (ii) ensuring effective implementation of the EMP and RAP; and (iii) working in close coordination with GCD and MoT appointed task teams, which are entrusted with contributing to the implementation of Part B of the Project.

8. To ensure timely implementation according to specification and within allocated budgets, the Borrower shall, through MoPWH, retain an international construction management firm to assist the PMT with overall Project management, and which firm shall provide both a core team of specialists and a pool of specialized expertise, on which to draw skills on an “as needed” basis, in support of the PMT.

#### **B. Anti-Corruption**

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

#### **C. Safeguards**

The Borrower, through MoPWH, shall: (i) carry out the Project in accordance with provisions of the Environmental Management Plan, the Environmental Assessment, the RAP and the CRMP; (ii) take all actions relating to the carrying out of the Project, as well as ensuring the provision of funds, facilities, services, and other resources, necessary or appropriate for the carrying out of the Project; and (iii) not take or permit to be taken any action which would prevent or interfere with the carrying out of the Project.

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

#### **A. Project Reports**

1. The Borrower, through MoPWH, 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 semester, and shall be furnished by MoPWH to the Bank not later than one month after the end of the period covered by such report.



2. For purposes of Section 5.08(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 Bank not later than six (6) months prior to the Closing Date.

**B. Financial Management, Financial Reports and Audits**

1. The Borrower, through MoPWH, shall maintain 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, through MoPWH, shall prepare and furnish to the Bank not later than forty-five (45) days after the end of each calendar quarter, interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower, through MoPWH, shall have the Financial Statements of the Project 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 fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished by MoPWH to the Bank not later than six (6) months after the end of such period.

**Section III. Procurement**

**A. General**

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

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 Schedule.

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 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 shall be procured under contracts awarded on the basis of National Competitive Bidding procedures subject to the Bank's procurement procedures and the following additional procedures:

- (a) Standard bidding documents approved by the Bank shall be used.
- (b) Invitations to bid shall be advertised in at least one widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least twenty-eight (28) days prior to the deadline for the submission of bids.
- (c) Bids shall not be invited on the basis of percentage premium or discount over the estimated cost.
- (d) Bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee.
- (e) Foreign bidders shall not be precluded from bidding, no preference of any kind shall be given to national bidders, and having a presence in the Borrower's territory shall not be made a condition for bidding.
- (f) Qualification criteria (in case pre-qualifications were not carried out) shall be stated in the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance i.e. no non-registration status should be considered as a non-eligibility-to-bid criterion and a one-envelope bid submission system should be employed.
- (g) Bidders may deliver bids, at their option, either in person or by courier service or by mail.
- (h) Except for late bids, bids shall be opened in public in one place preferably immediately, but no later than one (1) hour, after the deadline for submission of bids, and prices for all bids shall be read out at such public session and no disqualification shall be made at that stage.
- (i) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the Bank.
- (j) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Bank.

(k) Split award or lottery in award of contracts shall not be carried out. When two or more bidders quote the same price, an investigation shall be made to determine any evidence of collusion, following which: (A) if collusion is determined, the parties involved shall be disqualified and the award shall then be made to the next lowest evaluated and qualified bidder; and (B) if no evidence of collusion can be confirmed, then fresh bids shall be invited after receiving the concurrence of the Bank.

(l) Contracts shall be awarded to the lowest evaluated bidders within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances.

(m) Extension of bid validity shall not be allowed without the prior concurrence of the Bank: (A) for the first request for extension if it is longer than eight (8) weeks; and (B) for all subsequent requests for extensions irrespective of the period.

(n) Negotiations shall not be allowed with the lowest evaluated or any other bidders.

(o) Re-bidding shall not be carried out without the Bank's prior concurrence.

(p) All contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor's or a supplier's performance security shall apply to a specific contract under which it was furnished.

**3. Other Methods of Procurement of Goods.** The following methods, other than International Competitive Bidding and National Competitive Bidding, may be used for the procurement of goods for those contracts specified in the Procurement Plan: (a) Shopping, and (b) Direct Contracting. The Procurement Plan shall specify the circumstances under which the said procurement methods may be used.

**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 methods, other than Quality and Cost-based Selection, may be used for the procurement of consultants' services for those contracts specified in the Procurement Plan: (a) Selection Based on Consultants' Qualifications (CQS); (b) Selection under a Fixed

Budget (FBS); (c) Least Cost Selection (LCS); (d) Single Source (SSS); and (e) Individual Consultants. The Procurement Plan shall specify the circumstances under which the said procurement methods may be used.

**D. Review by the Bank of Procurement Decisions**

1. 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.

2. Shortlists of consultants for services estimated to cost less than US\$200,000 (two hundred thousand United States Dollars) equivalent per contract may be composed entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.

**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 may 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, 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.

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (exclusive of Taxes)</b>
(1) Works other than for Parts A.1, A.3 and B.2 of the Project	29,590,000	85%
(2) Goods and Equipment	100,000	100% of foreign expenditures, 100 % of local expenditures (ex-factory cost), and 85% of

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (exclusive of Taxes)</b>
		local expenditures for other items procured locally.
(3) Consultants' services other than for Parts A.1, A.3, B.2 and C.3 of the Project	3,210,000	95% for individual consultants, and 90% for consulting firms
(4) Front-end Fee	82,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Unallocated	17,500	
<b>TOTAL AMOUNT</b>	<b><u>33,000,000</u></b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:

(a) payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed US\$5,000,000 (five million United States Dollars) equivalent may be made for payments made prior to this date but on or after December 15, 2008, for Eligible Expenditures; and

(b) payments made for expenditures under Category (1), until evidence, satisfactory to the Bank, has been furnished to the Bank showing that the land acquisition process has been completed in accordance with the procedures, and on the terms and conditions set forth or referred to in RAP.

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods, works or services supplied from the territory of any country other than that of the Borrower; and

(b) the term "local expenditures" means expenditures in the currency of the Borrower for goods, works or services supplied from the territory of the Borrower.

3. The Closing Date is December 31, 2011.

**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.

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
On each March 1 and September 1 Beginning March 1, 2014, through March 1, 2028.	3.33 %
On September 1, 2028.	3.43 %

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, 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.



## APPENDIX

### **Section I. Definitions**

1. “ADC” means the Amman Development Corridor, transport link from which new residential, commercial, and industrial developments will be coordinated and efficiently served.
2. “ADC Executive Committee” means the committee referred to in paragraph 1 (d) of Schedule 5 to the Original Loan Agreement.
3. “ADC Steering Committee” means the committee referred to in paragraph 1 (c) of Schedule 5 to the Original Loan Agreement.
4. “ADC Urban Development Technical Unit” means the technical unit referred to in paragraph 1 (e) of Schedule 5 to the Original Loan Agreement.
5. “Amman Metropolitan Area” means the Greater Amman Municipality, Zarqa Municipality, Ruseifa Municipality and surrounding areas.
6. “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.
7. “Category” means a category set forth in the table in Section IV of Schedule 4 to this Agreement.
8. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
9. “CRMP” means the Borrower’s Cultural Resources Management Plan, incorporated in the EMP (as hereinafter defined), dated February 20, 2004, and referred to in paragraph 1 (b) of Schedule 5 to the Original Loan Agreement.
10. “Environmental Assessment” means the Borrower’s environmental assessment, in form and substance satisfactory to the Bank, dated February 20, 2004, including, *inter alia*: (i) the identification and assessment of potential environmental impact of activities to be carried out under the Project; (ii) an evaluation of alternative measures; and (iii) the EMP (as hereinafter defined) detailing the appropriate mitigation, monitoring, institutional and management measures required for the implementation of the Project with a view to ensuring compliance of the activities referred to in sub-paragraph (i) herein with said measures and to eliminating adverse environmental impacts, offsetting such impacts, or reducing them to acceptable levels.

11. “Environmental Management Plan” or “EMP” means the Borrower’s Environmental Management Plan, including the CRMP, all in form and substance satisfactory to the Bank, dated February 20, 2004, and incorporated in the Environmental Assessment.
12. “GAM” means the Greater Amman Municipality or any successor thereto.
13. “GCD” means the Borrower’s General Customs Department or any successor thereto.
14. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008).
15. “MoPWH” means the Borrower’s Ministry of Public Works and Housing or any successor thereto.
16. “MoT” means the Borrower’s Ministry of Transport or any successor thereto.
17. “Original Loan Agreement” means the loan agreement for the Amman Development Corridor Project between the Borrower and the Bank, dated September 17, 2004 (Loan No. 7228 JO), as amended to the date of this Agreement.
18. “Original Project” means the Project described in the Original Loan Agreement.
19. “PIP” means the Project Implementation Plan prepared by the Borrower’s MoPWH and submitted to the Bank on March 20, 2004, pursuant to the provisions of Section 3.01(b) of the Original Loan Agreement, setting out the principles and procedures governing the implementation of the Project, such plan to, *inter alia*: (i) define the respective roles and responsibilities of the agencies involved in the implementation of the Project; (ii) set forth the timetable of actions required to be carried out under the Project; (iii) identify the procedures to be used for monitoring and evaluating progress towards the achievement of the objectives of the Project; (iv) set out the details for the implementation of the EMP including CRMP; and (v) set out the details for the implementation of the RAP (as hereinafter defined).
20. “PMT” means the Project Management Team referred to in paragraph 1 (f) of Schedule 5 to the Original Loan Agreement.
21. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.

22. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated October 20, 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.
23. “RAP” means the Borrower’s Land Acquisition and Resettlement Action Plan dated February 12, 2004, approved by the Bank, setting forth, *inter alia*, the compensation entitlement, institutional arrangements, implementation program, monitoring mechanism and cost estimates for the resettlement and rehabilitation of people affected by the implementation of the Project, disclosed locally and through the Bank’s InfoShop, and referred to in paragraphs 1 (b) and 2 (b) of Schedule 5 to the Original Loan Agreement.

**Section II. Modifications to the General Conditions**

The modifications to the General Conditions are as follows:

1. Paragraph (a) of Section 2.07 is modified to read as follows:

“Section 2.07. *Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest*

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association (“Preparation Advance”), the Bank shall, on behalf of such Loan Party, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance.”

2. Paragraph (l) of Section 7.02 is modified to read as follows:

“Section 7.02. *Suspension by the Bank*

... (l) *Ineligibility*. The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive

practices in connection with the use of the proceeds of any financing made by the Bank or the Association.”