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**LOAN NUMBER 8001-CN**

# **Loan Agreement**

**(Zhejiang Qiantang River Basin Small Town Environment Project)**

**between**

**PEOPLE'S REPUBLIC OF CHINA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**Dated March 3, 2011**

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## **LOAN AGREEMENT**

AGREEMENT dated March 3, 2011 between PEOPLE'S REPUBLIC OF CHINA ("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 and modified in Appendix 1 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 Appendix 1 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 million Dollars (\$100,000,000) 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.
- 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 Withdrawal 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(e) of the General Conditions.
- 2.05. The Payment Dates are March 15 and September 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.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

### **ARTICLE III – PROJECT**

- 3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity (Zhejiang) in accordance with the provisions of Article V of the General Conditions and the Project Agreement.
- 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 any party to the Subsidiary Agreements shall have failed to perform any of its respective obligations thereunder.

**ARTICLE V – 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 Borrower’s Minister of Finance.  
6.02. The Borrower’s Address is:

Ministry of Finance  
Sanlihe  
Beijing 100820  
People’s Republic of China

Facsimile:

(86-10) 6855-1125

- 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 Beijing, People's Republic of China as of the day and year first above written.

PEOPLE'S REPUBLIC OF CHINA

By/s Chen Shixin

Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By/s Klaus Rohland

Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to assist Zhejiang in improving access to sustainable urban environmental infrastructure services in selected cities, districts and towns in the Qiantang River Basin.

The Project consists of the following parts subject to modifications thereof as the Borrower and the Bank may agree upon from time to time to achieve such objective:

#### **Part I. Water Supply and Distribution**

Construction and/or installation of water supply treatment plants and clear water distribution networks to enhance water supply in the sub-urban areas and adjacent towns in:

1. Zhuji City of Shaoxing Municipality; and
2. Wucheng District of Jinhua Municipality.

#### **Part II. Wastewater Collection and Treatment**

Construction and/or installation of wastewater collection networks and treatment facilities, stormwater collection networks, associated roads, and river embankment rehabilitation works in:

1. Jiande City of Hangzhou Municipality;
2. Qujiang District of Quzhou Municipality;
3. Lanxi City/Youbu Town of Jinhua Municipality;
4. Pan'an County/Jianshan Town of Jinhua Municipality;
5. Pan'an County/Shenzhe District of Jinhua Municipality;
6. Pan'an County/Yunshan District of Jinhua Municipality;
7. Tonglu County/Jiangnan Town of Hangzhou Municipality; and
8. Longyou County/Chengbei New District of Quzhou Municipality.

**Part III. Solid Waste Management**

Improvements in solid waste management in Jiande City of Hangzhou Municipality through the construction of the Qingshankejiawu landfill in Meicheng Town which will serve five (5) towns and one (1) community of Jiande City; the construction of a tertiary leachate treatment plant; the closure of three (3) existing open dumps; and the provision of solid waste collection vehicles and equipment.

**Part IV. Institutional Strengthening and Training**

1. Provision of technical assistance for Project management and implementation including advisory and quality control services to the PPMO, PMOs, and PIUs in support of the Project's infrastructure investments and on institutional and financial sustainability issues.
2. Provision of technical assistance to support the development of strategic master plans and/or other specific studies as the Bank may agree for sustainable environmental infrastructure service provision in small towns.
3. Provision of training and carrying out of study tours to build capacity of the PPMO, PMOs, and PIUs on technical, operational and institutional aspects of sustainable environmental infrastructure service provision in small towns.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Financing Arrangements

1. The Borrower shall make available the proceeds of the Loan allocated from time to time to Categories (1) and (2) of the table set forth in Section IV.A.2 of this Schedule to the Project Implementing Entity (Zhejiang), under terms and conditions satisfactory to the Bank, and the following principal terms:
  - (a) The principal amount shall be made available in Dollars (determined on the date, or respective dates, of withdrawal from the Loan Account) of the value of the currency or currencies so withdrawn.
  - (b) The principal amount so made available (including an amount equal to the fee paid pursuant to Section 2.03 of this Agreement and any Premia paid pursuant to Section 2.07 of this Agreement) shall be recovered over a period of twenty (20) years, inclusive of a grace period of five (5) years.
  - (c) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.04 of this Agreement.

##### B. Anti-Corruption

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

#### Section II. Project Monitoring Reporting and Evaluation

##### A. Project Reports

The Borrower shall monitor and evaluate, and cause the Project Implementing Entity to 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 the indicators set forth in Annex B of the Schedule to the Project Agreement. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than March 1 and September 1 in each year, starting on September 1, 2011.



**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 as part of the Project Report by not later than March 1 and September 1 in each year after the end of each calendar semester, interim un-audited financial reports for the Project covering the calendar semester, 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 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 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.

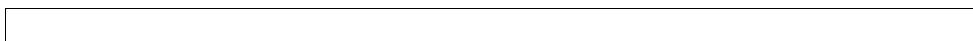
**B. Particular Methods of Procurement of Goods and Works**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Borrower (other than

goods manufactured in the Hong Kong Special Administrative Region or the Macau Special Administrative Region of the Borrower).

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

<b>Procurement Method</b>
<p>(a) <i>National Competitive Bidding.</i> In addition, the procedures to be followed for National Competitive Bidding shall be those set forth in the Law on Tendering and Bidding of the People's Republic of China promulgated by Order No.21 of the President of the People's Republic of China on August 30, 1999, with the following clarifications required for compliance with the Procurement Guidelines:</p> <ul style="list-style-type: none"> <li>(i) All invitations to prequalify or to bid shall be advertised in a newspaper of national circulation in the Borrower's country, except for civil works contracts that are estimated cost less than \$2,000,000 equivalent each and for goods contracts that are estimated to cost less than \$300,000 equivalent each, which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission.</li> <li>(ii) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.</li> <li>(iii) All bidders that meet the qualification criteria set out in the pre-qualification document shall be allowed to bid and there shall be no limit on the number of pre-qualified bidders.</li> <li>(iv) All bidders shall be required to provide security in an amount sufficient to protect the Borrower or the Project Implementing Entity (Zhejiang), as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security.</li> <li>(v) Bidders will be allowed to submit bids by mail or by hand. The time for opening of all bids shall be the same as the deadline for receipt of such bids.</li> </ul>



- (vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.
- (vii) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.
- (viii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Borrower or the Project Implementing Entity (Zhejiang), as the case may be.
- (ix) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.
- (x) Each contract financed with the proceeds of the Loan shall provide that the suppliers and contractors shall permit the Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Bank.
- (xi) Government owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of goods and works if they can establish that they: (A) are legally and financially autonomous; (B) operate under commercial law; and (C) are not a dependent agency of the agency conducting the procurement.
- (xii) All bids should not be rejected solely because the number of bids is less than three (3), and rejection of all bids or rebidding shall not take place without the Bank's prior written concurrence.
- (xiii) The results of bid evaluation and contract award shall be published in the national press or provincial press (as provided under sub-paragraph (i) above) or official gazette or a free and open access website and shall identify the name and offered price of the winning bidder, as well as the duration and summary scope of the awarded contract.

(xiv) The Project Implementing Entity (Zhejiang) shall have in place provisions for bidders to protest.
(b) Shopping

**C. Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies 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.

<b>Procurement Method</b>	
(a)	Quality-based Selection
(b)	Selection based on Consultants’ Qualifications
(c)	Single-source Selection
(d)	Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants
(e)	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 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.

Category	Amount of the Loan Allocated (expressed in Dollars)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods and Works for: (a) Part I.1 of the Project (Zhuji City) (b) Part I.2 of the Project (Wucheng District) (c) Part II.1 of the Project (Jiande City) (d) Part II.2 of the Project (Qujiang District) (e) Part II.3 of the Project (Lanxi City/Youbu Town) (f) Part II.4 of the Project (Pan'an County/Jianshan Town) (g) Part II.5 of the Project (Pan'an County/Shenzhe District) (h) Part II.6 of the Project (Pan'an County/Yunshan District) (i) Part II.7 of the Project (Tonglu County/Jiangnan Town) (j) Part II.8 of the Project (Longyou County/Chengbei New District) (k) Part III of the Project (Jiande City/Meicheng Town)	10,250,000 8,690,000 8,320,000 14,240,000 6,060,000 4,670,000 11,510,000 4,400,000 8,640,000 10,040,000 10,930,000	68% 94% 70% 73% 64% 76% 63% 63% 64% 62% 77%
(2) Consultants' services and Training for Part IV of the Project	2,000,000	100%
(3) Front-end Fee	250,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions

Category	Amount of the Loan Allocated (expressed in Dollars)	Percentage of Expenditures to be financed (inclusive of Taxes)
(4) Premium for Interest Rate Cap or Interest Rate Collar	0	Amount payable pursuant to Section 2.07(c) of this Agreement and Section 4.05(c) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>100,000,000</b>	

**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 \$20,000,000 may be made for payments made within twelve (12) months prior to this date but on or after May 1, 2010 for Eligible Expenditures; or
  - (b) under Category (1) for payments made by or for the benefit of a Project Participant under its respective subcategory until the respective Subsidiary Loan Agreement or Subsidiary Implementation Agreement (as the case may be) has been entered into between the Project Participant concerned and its respective Project Company, satisfactory to the Bank and in accordance with the provisions of Section I, Part D.1(a) and (b) of the Schedule to the Project Agreement.
2. The Closing Date is December 31, 2016.

**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>
March 15, 2016	2.28%
September 15, 2016	2.34%
March 15, 2017	2.40%
September 15, 2017	2.46%
March 15, 2018	2.52%
September 15, 2018	2.58%
March 15, 2019	2.64%
September 15, 2019	2.71%
March 15, 2020	2.78%
September 15, 2020	2.85%
March 15, 2021	2.92%
September 15, 2021	2.99%
March 15, 2022	3.07%
September 15, 2022	3.14%
March 15, 2023	3.22%
September 15, 2023	3.30%
March 15, 2024	3.39%
September 15, 2024	3.47%
March 15, 2025	3.56%
September 15, 2025	3.65%
March 15, 2026	3.74%
September 15, 2026	3.83%
March 15, 2027	3.93%
September 15, 2027	4.02%
March 15, 2028	4.12%
September 15, 2028	4.23%
March 15, 2029	4.33%



September 15, 2029	4.44%
March 15, 2030	4.55%
September 15, 2030	4.54%

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 (2) 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 (1) 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 1****Section I. 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 with the modifications set forth in Section III of this Appendix.
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 by World Bank Borrowers” published by the Bank in May 2004, and revised in October 2006 and May 2010.
4. “Dam Safety Plan” means the Operations and Maintenance Plans for:
  - (a) Qingshan Reservoir in Zhuji City dated March 1, 2010; and
  - (b) Xinfan Reservoir in Wucheng District dated June 1, 2008;prepared by the concerned Project Participant to ensure the safety of the Xinfan Dam in Wucheng District and the Qingshan Dam in Zhuji City.
5. “Displaced Persons” means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by:
  - (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or
  - (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a “Displaced Person” means any of such Displaced Persons.
6. The acronym “EMPs” means, collectively the environmental assessment and environmental management plans all dated June 30, 2010 and which set out measures for the protection of the environment; and avoidance of, or mitigation against, adverse impact on physical cultural resources, as well as administrative and monitoring arrangements to ensure the implementation of said plans, as said plans may be revised from time to time with the agreement of the Bank.

- The acronym “EMP” means, individually, any such plan.
7. “Fiscal Year” means the fiscal year of the Project Companies, covering the period January 1 through December 31.
  8. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
  9. “Linked Activities” means activities outside the Project scope to be carried out by the Project Implementing Entity, exclusively financed by counterpart funds, in connection with:
    - (a) the roads and sewage networks in Qujiang District to be constructed under Part II.2 of the Project;
    - (b) the rehabilitation of existing roads in Panan County to be carried out under Part II.5 of the Project;
    - (c) the landfill site in Panan County constructed in relation to the infrastructure of Part II.6 of the Project;
    - (d) the roads in Tonglu County to be constructed under Part II.7 of the Project; and
    - (e) the wastewater treatment plant in Longyou County constructed in relation to the infrastructure of Part II.8 of the Project,

all such activities as further specified in the respective RAP.
  10. The acronym “PIU” means the Project Implementation Unit referred to in Section I, Part A.1 paragraph (e) of the schedule to the Project Agreement.
  11. The acronym “PMO” means the Project Management Office referred to in Section I, Part A.1 paragraph (d) of the Schedule to the Project Agreement.
  12. The acronym “PPMO” means the Provincial Project Management Office referred to in Section I, Part A.1 paragraph (b) of the Schedule to the Project Agreement.
  13. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004, and revised in October 2006 and May 2010.
  14. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated November 18, 2010, 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.

15. “Project Company” means, individually, each of the Project companies or agencies set forth in the third column of the table in Appendix 2 to this Agreement, which, in respect of each company is established and operating pursuant to its:
- (a) Charter issued on the date specified in the said table; specifically, in the fourth column of the same row as the Project Company concerned as the same may be amended from time to time; and
  - (b) Business license issued by the relevant Municipal Industrial and Commercial Administration Bureau on the date and with the license number specified in the said table; specifically, in the fifth and sixth columns of the same row as the Project Company concerned as the same may be amended from time to time;
- and any successor thereto; and “Project Companies” means, collectively, all such companies and agencies.
16. “Project County/City” means, individually, each of the counties, cities and districts set forth in the second column of the table in Appendix 2 to this Agreement, and any successor thereto; and “Project Counties/Cities” means, collectively, all such counties, cities and districts.
17. “Project Dams” means, collectively the Xin Fan Dam in Wucheng District of Jinhua City and the Qingshan Dam in Zhuji City, and “Project Dam” means, individually, either of such Project Dams.
18. “Project Implementing Entity” or “Zhejiang” means the Borrower’s Province of Zhejiang, and any successor thereto.
19. “Project Participants” means, collectively, the Project Counties/Cities set forth in the second column of the table in Appendix 2 to this Agreement, and any successor thereto; and “Project Participant” means, individually, any of such Project Counties/Cities.
20. “Qiantang River Basin” means the basin of the Qiantang river covering a total area of 49,113 km<sup>2</sup> in five municipalities, including Hangzhou, Quzhou, Jinhua, Shaoxing and Lishui.
21. The acronym “RAPs” means, collectively, the following plans which set out the principles and procedures governing the acquisition of land and other assets, and the resettlement, compensation and rehabilitation of Displaced Persons on account of the execution of Parts I, II and III of the Project, as well as monitoring and reporting arrangements to ensure compliance with said plans, as the same may be revised from time to time with the prior agreement of the Bank:

- (a) the Consolidated Resettlement Plan with an annex of the RPF dated June 5, 2010;
- (b) Part I. 1 and I. 2 of the Project dated June 5, 2010;
- (c) Parts II. 1 through II. 8 of the Project dated June 5, 2010;
- (d) Part III of the Project dated June 5, 2010; and
- (e) the resettlement action plans to be prepared by the Project Participants pursuant to Section I, Part C.1(b)(ii) of the Schedule to the Project Agreement and agreed to by the Bank.

The acronym “RAP” means, individually, any such plan.

- 22. “Resettlement Policy Framework” or “RPF” means the Resettlement Policy Framework dated June 5, 2010, which sets out the policies and procedures for land acquisition, resettlement, compensation and rehabilitation of Displaced Persons, and for the preparation of resettlement action plans whenever required during implementation of the activities described in Section I, Part C.1(b)(ii) of the Schedule to the Project Agreement.
- 23. “Respective Parts of the Project” means in respect of:
  - (a) each Project Participant, activities under the Project to be carried out within its jurisdiction; and
  - (b) each Project Company, activities under the Project to be carried by said Project Company within the jurisdiction of the Project Company concerned.
- 24. “Subsidiary Agreements” means, collectively:
  - (a) the Subsidiary Loan Agreements to be entered into between: (i) Zhuji City and Zhuji City Water Affairs Group Co. Ltd; and (ii) Wucheng District and Xinfan Reservoir Management Division of Wucheng District pursuant to Section I, part D.1(a) of the Schedule to the Project Agreement; and
  - (b) the Subsidiary Implementation Agreements to be entered into between each of the remaining Project Participants and their respective Project Companies pursuant to Section I, part D.1(b) of the Schedule to the Project Agreement, as the same may be amended from time to time, and such term includes all schedules and supplements to said agreements;

- and a “Subsidiary Implementation Agreement” means, individually, any of such Subsidiary Agreements.
25. “Subsidiary Loan Agreement” means any of the agreements referred to in Section I, Part D.1(a) of the Schedule to the Project Agreement.
  26. “Subsidiary Implementation Agreements” means any of the agreements referred to in Section I, Part D.1(b) of the Schedule to the Project Agreement.
  27. “Training” means for purposes of Section IV of Schedule 2 to the Loan Agreement, the reasonable cost of travel, lodging and per diem for trainees attending training, study tours, workshops and seminars and the cost of delivering training (excluding consultant fees) such as rental of training space and training equipment and other logistical costs.

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

The modifications to the General Conditions are as follows:

The definition of the term “Conversion Date” in paragraph 20 of the Appendix to the General Conditions is modified to read as follows:

“‘Conversion Date’ means, for a Conversion, the Execution Date or such other date as the Bank shall determine on which the Conversion enters into effect, as further specified in the Conversion Guidelines; provided that for a Conversion into the Approved Currency under Section 2.07 of the Loan Agreement, the Conversion Date shall be the date of withdrawal from the Loan Account of the amount in respect of which the Conversion has been requested.”

**Section III. Modifications to the Anti-Corruption Guidelines**

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:
 

“... (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”



## APPENDIX 2

<b>Name of Project Municipality/ Prefecture</b>	<b>Name of Project County/City/ District</b>	<b>Name of Project Company</b>	<b>Date Of Charter</b>	<b>Business License Number</b>	<b>Date of Business License</b>
Shaoxing	Zhuji City	Zhuji City Water Affairs Group Co. Ltd.	October 12, 2009	33068110081103	December 31, 2001
Hangzhou Municipality	Tonglu County	Tonglu Jiangnan Township New Village Town and Village Construction Co. Ltd.	December 6, 2007	330122000007322	October 26, 2006
	Jiande City	Jiande City Xinanjiang Wastewater Treatment Plant Co.	330182000004984 - March 10, 2009		
		Jiande City Urban Management & Law Enforcement Bureau	n.a.	n.a.	n.a.
Jinhua Municipality	Wucheng District	Xinfan Reservoir Management Division of Wucheng District	133070200070 – March 3, 2003		
	Pan'an County	Pan'an Industrial Park Development and Investment Company Ltd.	May 22, 2007	330727000008942	September 28, 2009
		Pan'an New Urban District Construction Investment Co. Ltd.	March 29, 2004	3307271000743	April 4, 2004
		Pan'an County Yunshan Development Construction and Development Co. Ltd.	April 13, 2009	330727000009927	April 21, 2009
	Lanxi City	Lanxi City Youbu Infrastructure Construction Co. Ltd.	April 9, 2009	330781000021867	April 10, 2009
Quzhou Municipality	Qujiang District	Qujiang District Urban Rural Construction Development Co. Ltd.	April 20, 2009	330803000010057	May 5, 2009
	Longyou County	Longyou County Longbei Economic Development Company Co. Ltd.	April 24, 2007	330825000006907	February 9 2009

