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CONFORMED COPY

LOAN NUMBER 7573 JO

Loan Agreement

(Amman Solid Waste Management Project)

between

THE GREATER AMMAN MUNICIPALITY

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated December 4, 2008

LOAN NUMBER 7573 JO

LOAN AGREEMENT

AGREEMENT dated December 4, 2008, between THE GREATER AMMAN MUNICIPLAITY (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in 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 twenty-five million United States dollars (US\$25,000,000), 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. 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 fees.
- 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be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 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; and (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.
- (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 objectives of the Project. To this end, the Borrower 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, the Borrower's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Borrower to perform any of its obligations under this Agreement.

- 4.02. The Additional Event of Acceleration consists of the following, namely, the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V - EFFECTIVENESS

- 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 Mayor of the Greater Amman Municipality of Jordan.

- 6.02. The Borrower's Address is:

Greater Amman Municipality
City Hall, Ras Al-Ein, Omar Mattar Street.
P.O. Box 132 Amman 11118
The Hashemite Kingdom of Jordan

Facsimile:

962-6-4744306

- 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 GREATER AMMAN MUNICIPALITY

By /s/ Omar Khireddin Ma'ani

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 improving the operational, financial and environmental performance of its municipal solid waste system through upgrading the existing municipal solid waste landfill to meet the City of Amman's increasing demand for solid waste disposal as well as in improving the efficiency of the Borrower's municipal solid waste services and the cost recovery for the delivery of said services, including strengthening the Borrower's capacity to pilot private sector participation in the delivery of municipal solid waste services.

The Project consists of the following three parts:

Part 1: Institutional Strengthening and Capacity-Building

- (a) Provision of technical assistance and support for capacity-building to the Borrower in areas of planning, developing, managing and evaluating services for municipal solid waste in the City of Amman, including:
 - (i) supporting the Borrower's strategic planning and its promotion of private sector participation in the delivery of municipal solid waste services;
 - (ii) developing a framework for monitoring and evaluating the operational, financial and environmental performance of the municipal solid waste system of the City of Amman;
 - (iii) developing and implementing a public information, education and communication program for the Borrower in areas relating to municipal solid waste; and
 - (iv) supporting the Borrower in carrying out training and capacity-building for its staff in areas pertaining to the LFG recovery system.
- (b) Provision of technical assistance to the Borrower for: (i) supervising the contract to design, build and operate the LFG recovery system at the Al Ghabawi landfill as well as for the operation of a system for municipal solid waste disposal at said landfill; (ii) supervising the contract to construct two solid waste transfer stations in the City of Amman; and (iii) supervising the contract to construct a third solid waste disposal cell at the Al Ghabawi landfill as well as for upgrading the leachate treatment facility at said landfill.

Part 2: Infrastructure Development

- (a) Developing a third cell for the disposal of municipal solid waste at the Al Ghabawi landfill and upgrading the leachate treatment facilities at said landfill;
- (b) Developing two solid waste transfer stations in the City of Amman; and
- (c) Designing, building and operating an LFG recovery system at the Al Ghabawi landfill.

Part 3: Project Management

Provision of technical assistance to PMU to support the implementation of the Project as well as to support the monitoring and evaluation of said Project.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Borrower, through PMU, shall implement the Project in accordance with the provisions of the Project Implementation Manual. Except as the Bank shall otherwise agree, the Borrower and/or PMU shall not amend or waive any provision of the Project Implementation Manual, 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 at all times maintain PMU with adequate functions, staffing and resources satisfactory to the Bank. PMU shall be responsible for the implementation of all components of the Project, including the procurement and financial management processes under the Project and the preparation of Project reports.
3. The Borrower shall at all times maintain an Advisory Committee, comprising the City Manager, the Director of PMU, the Deputy City Manager for Planning, Investment and Economic Development, the Deputy City Manager for Public Services and senior level officers from MOPIC, MoE and the Executive Privatization Commission, and said Advisory Committee shall provide strategic guidance and oversight in the monitoring, evaluation and implementation of the Project.

B. Safeguards

1. The Borrower, through PMU, shall (i) carry out the Project in accordance with the provisions of the Project Implementation Manual, the Environmental and Social Impact Assessment, the Environmental and Social Management Plan, the Resettlement Policy Framework and the Resettlement Action Plans, and shall not amend, suspend, abrogate, repeal or waive any provisions of the Project Implementation Manual, the Environmental and Social Impact Assessment, the Environmental and Social Management Plan, the Resettlement Policy Framework and the Resettlement Action Plans, without prior approval of the Bank; and (ii) include adequate information on the implementation of the Environmental and Social Management Plan and the Resettlement Action Plans in the Project Reports referred to in Section II.A.1 of this Schedule.
2. The Borrower, through PMU, shall ensure that all measures identified and described in the Environmental and Social Impact Assessment, the

Environmental and Social Management Plan and the Resettlement Policy Framework are taken in a timely manner.

3. Prior to the commencement of any works or any construction under this Project, involving involuntary resettlement or involuntary acquisition of land, the Borrower, through PMU, shall prepare and implement an appropriate Resettlement Action Plan for compensation, or resettlement, in accordance with the Resettlement Policy Framework, and the said Resettlement Action Plan shall be in form and substance satisfactory to the Bank.

C. 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, Evaluation

A. Project Reports

1. The Borrower, through PMU, 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 PMU 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 PMU, 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 PMU, 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 PMU, 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 or any other period agreed upon with the Bank. The

audited Financial Statements for each such period shall be furnished by PMU to the Bank not later than six (6) months after the end of such period.

4. 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 fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished by the Borrower 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 Selection (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.

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (exclusive of Taxes)
(1) (i) Works under Parts 2(a) and 2(c) of the Project	21,657,000	90% of Foreign Expenditures; 90% of Local Expenditures (ex-factory cost), and 70% of Local Expenditures for other items procured locally.
(ii) Works under Part 2(b) of the Project	2,590,500	
(2) Consultants’ services, including training	690,000	90% for firms within territory of the Borrower; 95% for services of individual consultants within territory of the Borrower; and 90% of foreign expenditures.
(3) Front-end Fee	62,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	<u>25,000,000</u>	

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.
 - (b) under Category 1(ii), for Project activities relating to Part 2(b) of the Project, until the Borrower has furnished to the Bank an Environmental and Social Management Plan, satisfactory to the Bank, for developing two solid waste transfer stations in the City of Amman.
- 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 or services supplied from the territory of any country other than that of the Borrower;
 - (b) the term “local expenditures” means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower; and
 - (c) the term “Training” means expenditures incurred by the Borrower in connection with carrying out training under the Project, including travel, hotel and per diem, and printing, presentation material, equipment rental, room rental and catering for training attendees.
3. The Closing Date is June 30, 2014.

SCHEDULE 3

Amortization Schedule

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

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each March 15 and September 15, Beginning March 15, 2016 through September 15, 2025.	5 %

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

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

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Borrower’s Legislation” means the Municipalities Law of the Hashemite Kingdom of Jordan, No. 14 of 2007, providing for the constitution of the Borrower, including any amendments thereto or any succeeding legislation.
3. “Category” means a category set forth in the table in Section IV of Schedule 4 to this Agreement.
4. “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.
5. “Environmental and Social Impact Assessment” means the Borrower’s environmental and social impact assessment of the Project, furnished to the Bank on June, 22, 2008, pursuant to the Bank’s Operational Policy 4.01, to identify, avoid and mitigate potential negative environmental impacts associated with the Project.
6. “Environmental and Social Management Plan” means the Borrower’s environmental and social management plans pertaining to the Project, as such plans may be updated from time to time in agreement with the Bank, setting forth the mitigating, monitoring and institutional measures to be taken during the implementation and operation of the Project to offset or reduce adverse environmental, natural habitats and cultural property impacts to levels acceptable to the Bank.
7. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008).
8. “Guarantee Agreement” means the agreement be entered into between the Hashemite Kingdom of Jordan, as the Guarantor under this Agreement, and the Bank.
9. “Guarantor” means the Hashemite Kingdom of Jordan, or any successor thereto.
10. “LFG” means gas produced at any landfill.

11. “LFG Recovery System” means the technological system for extracting and collecting gas from landfill cells and using said gas to generate electricity.
12. “MoE” means the Ministry of Environment of the Hashemite Kingdom of Jordan, or any successor thereto.
13. “PMU” means Borrower’s project management unit, or any successor thereto.
14. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
15. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated July 16, 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.
16. “Project Implementation Manual” means the Project Implementation Manual to be prepared by the Borrower and furnished to the Bank prior to December 30, 2008, setting forth, *inter alia*, detailed principles, processes and procedures for implementing the Project, as such plan may be updated from time to time in agreement with Bank.
17. “Resettlement Action Plan” means a Resettlement Action Plan, satisfactory to the Bank, to be prepared by an independent environmental assessment expert and adopted by the Borrower, describing the details for land acquisition, resettlement and rehabilitation under the Project.
18. “Resettlement Policy Framework” means the Resettlement Policy Framework furnished to the World Bank by the Borrower on May, 7, 2008, which, *inter alia*, defines the principles, organizational arrangements and design criteria to be applied to any land acquisition and/or involuntary resettlement that may arise in the course of the implementation of the Project, as the same shall be updated from time to time in agreement with the Bank.