LOAN NUMBER 7617-AR

# Loan Agreement

(Additional Financing for the Renewable Energy in the Rural Market Project)

between

**ARGENTINE REPUBLIC** 

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated January 18, 2010

# LOAN NUMBER 7617-AR

#### LOAN AGREEMENT

Agreement dated January 18, 2010, between ARGENTINE REPUBLIC ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

# **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

# ARTICLE II – LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of fifty million Dollars (\$50,000,000), 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 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be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 provisions of 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; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of 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 objectives of the Project. To this end, the Borrower, through SE, shall: (a) carry out Parts 3 and 4 of the Project; (b) cause the Participating Provinces to carry out Parts 1, 2 and 5 of the Project pursuant to the corresponding Participation Agreement, and as provided in Section I.E and I.F of Schedule 2 to this Agreement, if applicable, all 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, through SE, and the Bank shall otherwise agree, the Borrower, through SE, 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 Events of Suspension consist of the following, provided, however, that if the event specified in paragraph (a) below shall have occurred and be continuing in respect of any given Participating Province, the suspension of the Borrower's right to make withdrawals from the Loan Account may be limited by the Bank at the Bank's sole discretion to withdrawals in respect of Eligible Expenditures in respect of any said Participating Province:

- (a) Any Participating Province shall have failed to comply with any of its obligations under the pertinent Participation Agreement.
- (b) Law No. 15.336 shall have been amended, suspended, abrogated, repealed or waived so as to in the opinion of the Bank affect materially and adversely the ability of the Borrower or of any Participating Province to perform any of its obligations in respect of the Project.
- 4.02. The Additional Events of Acceleration consist of the following:
  - (a) Any event specified in paragraph (a) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.
  - (b) Any event specified in paragraph (b) of Section 4.01 of this Agreement occurs.

## ARTICLE V — TERMINATION

5.01. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than the eighteen (18) months after the Bank's approval of the Loan which expire on May 11, 2010.

#### **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Borrower's Representative is its Minister of Economy and Public Finance.
- 6.02. The Borrower's Address is:

Ministerio de Economía y Finanzas Públicas Hipólito Yrigoyen 250 C1086AAB, Buenos Aires Argentina

Cable address:	Telex:	Facsimile:
MINISTERIO DE ECONOMIA	121942-AR	(5411) 4349-8815
Baires		

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
 248423(MCI) or
 1-202-477-6391

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

AGREED at Buenos Aires, Argentina, as of the day and year first above written.

# ARGENTINE REPUBLIC

By /s/Amado Boudou

Authorized Representative

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By /s/ Pedro Alba

Authorized Representative

#### **SCHEDULE 1**

#### **Project Description**

The objectives of the Project are to: (a) provide the rural areas of the Participating Provinces with reliable electric supply in a sustainable manner through the use of renewable energy; (b) support the carrying out of studies on critical energy issues by the Borrower; (c) support the Borrower's strategy to strengthen the participation of the private sector in the provision of electricity in the rural areas of the Participating Provinces, as well as strengthen the capacity of Participating Provinces to regulate such participation; and (d) support the creation of sustainable business operations for rural energy in Argentina.

The Project consists of the following parts included in the Original Project, as amended solely for purposes of the Loan:

### Part 1: Electricity Generating Equipment for Rural Markets

- (a) Acquisition of about an additional 15,500 Solar Home Systems for individual households in rural areas of Participating Provinces, including the installation of said systems.
- (b) Acquisition of about an additional 630 Solar Home Systems for public provincial institutions (such as public schools, medical centers, police stations and potable water pumping stations) in rural areas of Participating Provinces, including the installation of said systems.
- (c) Acquisition of: (i) about an additional 21 decentralized electricity supply systems (which may consist of mini-hydro (run of the stream) plants, wind turbines, diesel plants, natural gas plants, fuel cells or hybrid plants operated by diesel/wind or diesel/solar or solar/wind means and shall constitute the least-cost solution for providing electricity under the circumstances) to provide collective grid electricity service to about an additional 2500 households living in small communities in Participating Provinces; or (ii) other non-greenhouse gas emitting and non-solar electricity supply systems (which shall constitute the least-cost solution for providing electricity under the circumstances) to provide non-grid electricity service to individual users in rural areas of Participating Provinces, including the installation of the systems mentioned in (i) and (ii) herein.

#### Part 2: Wind Home Systems

Carrying out of a program which consists of the turn-key installation of Wind Home Units (equivalent to between 300 and 600 watt-peak capacity) in rural communities to be selected by Participating Provinces in accordance with criteria set forth in the Operational Manual.

# Part 3: Capacity Building

(a) Carrying out of a market structure study in Participating Provinces, as determined by the Borrower in a manner acceptable to the Bank, for purposes of: (i) determining the scope of the rural electricity market; (ii) determining the willingness of the rural population to pay for electric services; (iii) establishing electric tariff levels and structure for said market; (iv) evaluating the economic and financial viability of servicing said market; and (v) assessing the risks in servicing said market.

- (b) Carrying out of promotion and public education campaigns in the Borrower's territory with respect to the contents of the Project.
- (c) (i) Carrying out of pre-feasibility and/or feasibility studies concerning the installation of centralized renewable energy systems for rural areas of Participating Provinces (as the case may be); and
  - (ii) carrying out of feasibility studies concerning new electrification investments (as approved by the Bank).
- (d) Carrying out of studies to assess the least cost option for renewable technology to supply mini-grids.
- (e) Carrying out of selected energy sector studies, all as approved by the Bank.

# Part 4: Project Administration

Strengthening the operational capacity of: (a) the PCU to assist SE in the monitoring, administration and supervision of the Project; and (b) the Participating Provinces and their respective PIUs to carry out the Project activities under their responsibility.

# Part 5: Solar Thermal Energy Systems

Acquisition of about: (i) 30 solar power water pumping systems; and (ii) an additional 140 solar thermal systems to be used for water heating, office heating and/or cooking (including the installation of said systems), for public provincial institutions (such as public schools, medical centers, police stations and potable water pumping stations) in rural areas of Participating Provinces, including the installation of said systems.

# **SCHEDULE 2**

#### **Project Execution**

#### Section I. <u>Implementation and Other Arrangements</u>

- A. The Borrower, through SE, shall ensure, and cause the Participating Provinces to ensure, that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
- B. (a) The Borrower, through SE, shall, and shall cause the Participating Provinces to, carry out the Project in accordance with the provisions of the Operational Manual and the Environmental/Social Management Plan.
  - (b) In case of any conflict among the terms of the Operational Manual, the Environmental/Social Management Plan and those of this Agreement, the terms of this Agreement shall prevail.
- C. (a) For purposes of carrying out Parts 1, 2 and/or 5 of the Project by any given Participating Province, the Borrower, through SE, shall enter into an agreement (the Participation Agreement) with said Participating Province (or, if applicable, amend the existing Participation Agreement), all on terms and conditions acceptable to the Bank, which shall include, *inter alia*, those set forth in Schedule 4 to this Agreement.
  - (b) (i) The Borrower, through SE, shall exercise its rights and carry out its obligations under any Participation Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank shall otherwise agree, the Borrower, through SE, shall not assign, amend, terminate, abrogate, waive or fail to enforce any Participation Agreement or any of its provisions.
- D. (a) The Borrower, through SE, shall operate and maintain, at all times during Project implementation, the PCU, with a structure, functions and responsibilities acceptable to the Bank, as set forth in the Operational Manual.
  - (b) The Borrower, through SE, shall ensure that the PCU is, at all times during Project implementation, headed by a Project coordinator and assisted by professional and administrative staff, all in numbers and with terms of reference, and qualifications and experience, acceptable to the Bank.
- E. Upon written request from any given Participating Province, the Borrower, through SE, may provide assistance to any said Participating Province in the carrying out of Parts 1, 2 and/or 5 of the Project. In such cases, the Borrower, through SE, shall: (a) prior to the commencement of any activities under said Part of the Project carry out, or cause to be carried out, an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent Project activities, and if determined by the Bank, approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said activities (which plan or similar

environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Plan; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.

- F. In those cases in which the pertinent Concessionaire and/or pertinent Eligible Public Electric Utility will provide assistance to any given Participating Province in the carrying out of Parts 1, 2 and/or 5 of the Project, the Borrower, through SE, shall cause the corresponding Participating Province to: (a) prior to the commencement of any activities under said Parts of the Project carry out and/or cause to be carried out an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent activities, and if determined by the Bank, approve and/or cause said Participating Province to approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Plan; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.
- G. In those cases in which any given Participating Province will carry out Parts 1, 2 and/or 5 of the Project without the assistance of the Borrower, the pertinent Concessionaire and/or the pertinent Eligible Public Electric Utility, the Borrower, through SE, shall cause the corresponding Participating Province to: (a) prior to the commencement of any activities under said Parts of the Project carry out and/or cause to be carried out an environmental/social screening and/or an environmental/social assessment (as the case may be) of the pertinent activities, and if determined by the Bank, approve and/or cause said Participating Province to approve an environmental/social management plan or similar environmental/social instrument, acceptable to the Bank, for each said activities (which plan or similar environmental/social instrument shall be based on the results of the environmental/social screening and/or environmental/social assessment mentioned herein, and the Bank's comments on the results of said screening and/or assessment, if any), all in accordance with the provisions of the Environmental/Social Management Plan; and (b) immediately after said approval, implement and/or cause to be implemented (as the case may be) the corresponding environmental/social management plan (or similar environmental/social instrument) in accordance with its terms.
- H. Without limitation to the pertinent provisions of this Agreement, and if as a result of the carrying out of the environmental/social screening and/or environmental/social assessment referred to in I.E, I.F and I.G of this Schedule, it is determined that indigenous peoples are present in the pertinent area and/or scope of any given Project activity, the Borrower, through SE, shall, and/or shall cause the pertinent Participating Province to: (a) prior to the carrying out of any said Project activities, prepare and furnish to the Bank an indigenous peoples development plan (acceptable to the Bank) for each

said set of Project activities (which plan shall be consistent with the provisions of the Indigenous Peoples Planning Framework); and (b) immediately thereafter implement and/or cause to be implemented each indigenous peoples development plan in accordance with its terms, and in a manner acceptable to the Bank.

- I. The Borrower, through SE, shall, prior to the commencement of each calendar year during Project implementation, create, and thereafter maintain throughout each said calendar year of Project implementation, a specific budget line entry in the relevant annual budget in order to keep track of the corresponding expenditures incurred during Project implementation.
- J. The Borrower, through SE, shall cause the PCU to operate and maintain, at all times during Project implementation, a web page, acceptable to the Bank, for purposes of disseminating Project information (as determined by the Bank).

# Section II. <u>Project Monitoring Reporting and Evaluation</u>

# A. Project Reports

- 1. The Borrower, through SE, 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 the indicators set forth in the Operational Manual. Each Project Report shall cover the period of one calendar semester (starting with the calendar semester in which the Effective date falls), and shall be furnished to the Bank not later than forty five calendar days after the end of the period covered by such report.
- 2. For purposes of Section 5.08 (b) of the General Conditions, the Borrower, through SE, shall not later than October 31, 2010, exchange views with the Bank (the mid-term review).

# B. Financial Management, Financial Reports and Audits

- 1. The Borrower, through SE, 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, through SE, shall prepare and furnish to the Bank as part of the Project Reports, interim unaudited financial reports for the Project covering the pertinent calendar semester, in form and substance satisfactory to the Bank (which interim unaudited financial reports shall also include, *inter alia*, the list of signed contracts for goods, Non-Consultant Services and consultants' services under the Project, as reflected in the Borrower's financial management system).
- 3. The Borrower, through SE, 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 to the Bank not later than six months after the end of such period.

# Section III. <u>Procurement</u>

## A. General

- 1. **Goods and Non-Consultant Services.** All goods and Non-Consultant Services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
- 2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
- 3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.
- 4. **Special Provisions**. Without limitation to the other provisions in Section III. A of this Schedule, the following additional provisions shall also govern the procurement of goods, Non-Consultant Services and consultants' services under the Project (as the case may be):
  - (a) procurement of goods, Non-Consultant Services and consultants' services (in respect of firms) shall be carried out using: (i) standard bidding documents and standard requests for quotations/proposals (as the case may be), all acceptable to the Bank, which said standard bidding documents and standard requests for quotations/proposals (as the case may be) shall include, *inter alia*, a settlement of dispute provision; (ii) model bid evaluation forms, and model quotations/proposals evaluation forms (as the case may be); and (iii) model contract forms, all acceptable to the Bank;
  - (b) a two-envelope bidding procedure shall not be allowed in the procurement of goods and Non-Consultant Services;
  - (c) after the public opening of bids for goods and Non-Consultant Services, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards, shall not be disclosed to bidders or other persons not officially concerned with this process until the publication of contract award. In addition, bidders and/or other persons not officially concerned with said process shall not be allowed to review or make copies of other bidders' bids;
  - (d) after the opening of consultants' proposals, information relating to the examination, clarification and evaluation of proposals and recommendations concerning awards, shall not be disclosed to consultants or other persons not officially concerned with this process until the publication of contract award (except as provided in paragraphs 2.20 and 2.27 of the Consultant Guidelines). In addition, consultants and/or other persons not officially concerned with said

process shall not be allowed to review or make copies of other consultants' proposals;

- (e) bidders or consultants shall not, as a condition for submitting bids or proposals and/or for contract award: (i) be required to be registered in Argentina; (ii) have a representative in Argentina; and (iii) be associated or subcontract with Argentine suppliers, contractors or consultants;
- (f) the invitations to bid, bidding documents, minutes of bid openings, requests for expressions of interest and the pertinent summary of the evaluation reports of bids and proposals of all goods, Non-Consultant Services and consultants' services (in respect of firms), as the case may be, shall be published in the web page of the Borrower's Office of National Procurement (*Oficina Nacional de Contrataciones*), and in a manner acceptable to the Bank. The bidding period shall be counted from the date of publication of the invitation to bid or the date of the availability of the bidding documents, whichever is later, to the date of bid opening;
- (g) the provisions set forth in paragraphs 2.49, 2.50, 2.52, 2.53, 2.54 and 2.59 of the Procurement Guidelines shall also be applicable to contracts for goods and Non-Consultant Services to be procured under National Competitive Bidding procedures;
- (h) the provision set forth in paragraph 2.58 of the Procurement Guidelines shall also be applicable to contracts for goods to be procured under National Competitive Bidding procedures;
- (i) witness prices shall not be used as a parameter for bid evaluation, bid rejection or contract award;
- (j) the Borrower, through SE, shall: (i) supply the SEPA with the information contained in the initial Procurement Plan within 30 days after the Project has been approved by the Bank; and (ii) update the Procurement Plan at least every six months, or as required by the Bank, to reflect the actual project implementation needs and progress and shall supply the SEPA with the information contained in the updated Procurement Plan immediately thereafter;
- (k) consultants shall not be required to submit bid or performance securities;
- contracts of goods and Non-Consultant Services shall not be awarded to the "most convenient" bid, but rather to the bidder whose bid has been determined:
   (i) to be substantially responsive; and (ii) to offer the lowest evaluated bid, provided that said bidder has demonstrated to be qualified to perform the contract satisfactorily; and
- (m) the types of contracts described in Section IV of the Consultant Guidelines shall be the only types of contracts to be used in connection with the contracting of consultants' services provided by a firm and to be financed with the proceeds of the Loan.

# B. Particular Methods of Procurement of Goods and Non-Consultant Services

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

Procurement Method	
(a) National Competitive Bidding	
(b) Shopping	
(c) Direct Contracting	

# C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method	
(a) Least Cost Selection	
(b) Quality-Based Selection	
(c) Selection under a Fixed Budget	
(d) Selection Based on the Consultants' Qualifications	
(e) Single Source Selection	
(f) Procedures set forth in paragraphs 5.2 through 5.4 of the Consultant Guidelines for	
the Selection of Individual Consultants	
(g) Sole Source Procedures for the Selection of Individual Consultants set forth in	
paragraph 5.4 of the Consultant Guidelines 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. <u>Withdrawal of Loan Proceeds</u>

# A. General

- 1. The Borrower, through SE, may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
- 2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<u>Category</u>	Amount of the Loan Allocated ( <u>expressed in USD</u> )	Percentage of Expenditures to be financed ( <u>inclusive of Taxes</u> )
(1) Goods (including the installation thereof) under Part 1 (a) of the Project	27,500,000	100%
(2) Goods (including the installation thereof) under Part 1 (b) of the Project	9,000,000	80%
(3) Goods (including the installation thereof) under Part 1 (c) of the Project	7,000,000	75%
<ul><li>(4) Goods (including the installation thereof) under Part 2 of the Project</li></ul>	500,000	100%
(5) Goods (including the installation thereof) under Part 5 of the Project	700,000	80%
<ul> <li>(6) Goods (other than under Categories (1) through (5)), consultants' services, Non-Consultant Services, Training and/or Operating Costs under Parts 3 and 4 of the Project</li> </ul>	5,175,000	100%

<u>Category</u>	Amount of the Loan Allocated ( <u>expressed in USD</u> )	Percentage of Expenditures to be financed ( <u>inclusive of Taxes</u> )
(7) Front-end Fee	125,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(8) Premia for Interest Rate Caps and Interest Collars	0	Amounts payable pursuant to Section 2.07 (c) of this Agreement
TOTAL AMOUNT	50,000,000	

For purposes of this table:

- (a) the term "Training" means expenditures (other than those for consultants' services) incurred by the Borrower, through SE, all as approved by the Bank on the basis of an annual budget acceptable to the Bank, to finance reasonable transportation costs and per-diem of trainees and trainers (if applicable), training registration fees, and rental of training facilities and equipment under the Project; and
- (b) the term "Operating Costs" means reasonable recurrent expenditures, based on an annual budget previously approved by the Bank, that would not have been incurred by the Borrower, through SE, absent the Project, for transportation and per-diem costs of the PCU staff, Project administration costs (including office rent), operation and maintenance of office equipment, and non-durable goods (but excluding salaries).

# 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 \$10,000,000 equivalent may be made for payments made prior to this date but on or after November 1, 2008 (but in no case more than one year prior to the date of this Agreement) for Eligible Expenditures under Categories (1) through (6) provided that the pertinent obligations/conditions set forth in this Agreement, as applicable to each Eligible Expenditures has been complied with; and
  - (b) in respect of payments made for Eligible Expenditures under Categories (1), (2), (3), (4) and (5) unless: (i) the pertinent Participation Agreement has been signed by the parties thereto, or the existing Participation Agreement has been amended in a manner acceptable to the Bank (as the case may be); (ii) if applicable: (A) the pertinent Implementation Agreement I has been signed by the parties thereto, or the existing Implementation Agreement I has amended in a manner acceptable to the Bank (as the case may be); and/or (B) the pertinent Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement I has amended in a manner acceptable to the Bank (as the case may be); and/or (B) the pertinent Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement II has been signed by the parties thereto, or the existing Implementation Agreement Implementation Agreement Implementation Agreement Implementation Agreement Implementation Agreement Implementatio

Implementation Agreement II has been amended in a manner acceptable to the Bank (as the case may be); (iii) an opinion or opinions, satisfactory to the Bank, of counsel acceptable to the Bank have been furnished to the Bank, providing that such Participation Agreement, Implementation Agreement I and/or Implementation Agreement II (as the case may be) have been duly authorized or ratified by the respective parties thereto and are legally binding upon them in accordance with their terms; and (iv) the pertinent obligations set forth in this Agreement, as applicable to each Eligible Expenditures, have been complied with.

2. 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.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each March 15 and September 15	
Beginning March 15, 2014	
through September 15, 2038	2%

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

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

#### **SCHEDULE 4**

#### **Terms and Conditions of Participation Agreements**

Each Participation Agreement shall contain, *inter alia*, the following provisions (as applicable):

- I. With respect to those situations in which the Borrower, through SE, will provide assistance to the Participating Province in the carrying out of Parts 1, 2 and/or 5 of the Project, as described in Section I. E of Schedule 2 to this Agreement, the following terms and conditions shall apply:
  - (a) the obligation of the Borrower, through SE:
    - to carry out, on behalf of the Participating Province, the procurement of the corresponding goods under said Parts of the Project (which may include the acquisition and/or installation of the same based on the terms of the pertinent purchase agreement), and finance said acquisition and/or installation of said goods with part of the proceeds of the Loan allocated to Categories (1) through (5), and with its own funds (as applicable);
    - (ii) if applicable, to deliver said goods to the pertinent Participating Province for the corresponding installation thereof in a manner acceptable to the Bank; and
    - (iii) to ensure that said Parts of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;
  - (b) the right of the Borrower, through SE, to take remedial actions against the pertinent Participating Province in case said Participating Province shall have failed to comply with any of its obligations under the corresponding Participation Agreement (which actions may include, inter alia, the partial or total suspension and/or cancellation of the proceeds of the Loan (as the case may be), all as previously agreed with the Bank); and
  - (c) the obligation of the Participating Province:
    - (i) if applicable, to enter into an agreement (the Implementation Agreement I) with the pertinent Concessionaire which is operating the concession area to be benefitted by any of said Parts of the Project, or amend the existing Implementation Agreement I, all under terms and conditions acceptable to the Bank, which shall include, *inter alia*: (1) the obligation of the Concessionaire to: (aa) upon installation of the corresponding goods (as provided in Section I (a) (i) of this Schedule), operate and maintain said goods in said designated area, all in accordance with the provisions of the Environmental/Social Management Plan; and (bb) to take or permit to be taken all action to enable the Participating Province to comply with its obligations under the pertinent Participation Agreement, as applicable; and (2) the right of the Participating Province

to take remedial actions against the pertinent Concessionaire in case said Concessionaire shall have failed to comply with any of its obligations under the corresponding Implementation Agreement I (which actions shall be previously agreed with the Bank);

- (ii) if applicable, to enter into an agreement (the Implementation Agreement II) with the pertinent Eligible Public Electric Utility which is providing electric services within a designated area to be benefitted by said Parts of the Project, or amend the existing Implementation Agreement II, all under terms and conditions acceptable to the Bank, which shall include, *inter alia*: (1) the obligation of the Eligible Public Electric Utility to: (aa) upon installation of the corresponding goods (as provided in Section I (a) (i) of this Schedule), operate and maintain said goods in said designated area, all in accordance with the provisions of the Environmental/Social Management Plan; and (bb) take or permit to be taken all action to enable the Participating Province to comply with its obligations under the pertinent Participation Agreement, as applicable; and (2) the right of the Participating Province to take remedial actions against the pertinent Eligible Public Electric Utility in case said Eligible Public Electric Utility shall have failed to comply with any of its obligations under the corresponding Implementation Agreement II (which actions shall be previously agreed with the Bank);
- (iii) if applicable, to provide the funds, facilities, services and other resources, necessary or appropriate to enable the Borrower to assist the Participating Province in the carrying out of said Parts of the Project;
- (iv) to ensure that said Parts of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (v) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Participation Agreement or any provision thereof unless previously agreed by the Bank;
- (vi) if applicable, to comply, or cause to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of said Parts of the Project;
- (vii) to take or permit to be taken all action to enable the Borrower, through SE, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of said Parts of the Project; and
- (viii) (A) to operate and maintain (or cause to be operated and maintained) at all times during Project implementation, the pertinent provincial implementation unit (the PIU), with functions and responsibilities acceptable to the Bank (as described in the Operational Manual); and (B)

to ensure that the pertinent PIU is, at all times during Project implementation, headed by a Project coordinator and assisted by professional and administrative staff, all in numbers and with qualifications and experience acceptable to the Bank.

- II. With respect to those situations in which a Concessionaire and/or an Eligible Public Electric Utility will provide assistance to any given Participating Province in the carrying out of Parts 1, 2 and/or 5 of the Project, as described in Section I.F of Schedule 2 to this Agreement, the following terms and conditions shall apply:
  - (a) the obligation of the Borrower, through SE:
    - to, upon written request from any given Participating Province: (A) disburse, on behalf of the Participating Province, a portion of the proceeds of the Loan allocated to Categories (1), (2), (3), (4) and/or (5), as the case may be, to partially finance Eligible Expenditures under said Parts of the Project, and thereafter, make direct payments to contractors and/or suppliers (as the case may be) with said Loan proceeds; or (B) make available, on a grant basis, to the Participating Province a portion of the proceeds of the Loan allocated to the Categories mentioned in (A) herein to partially finance said Eligible Expenditures; and
    - (ii) to ensure that said Parts of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;
  - (b) the right of the Borrower, through SE, to take remedial actions against the pertinent Participating Province in case said Participating Province shall have failed to comply with any of its obligations under the corresponding Participation Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the Loan (as the case may be), all as previously agreed with the Bank); and
  - (c) the obligation of the Participating Province:
    - (i) if applicable, to enter into the corresponding Implementation Agreement I with the pertinent Concessionaire which is operating the concession area to be benefitted by said Parts of the Project, or amend the existing Implementation Agreement I, all under terms and conditions acceptable to the Bank, which shall include, inter alia: (1) the obligation of the Concessionaire to: (aa) procure, on behalf of the Participating Province, the corresponding goods under said Parts of the Project, and thereafter install, operate and maintain the same in said designated area, all in accordance with the provisions of the Environmental/Social Management Plan; and (bb) to take or permit to be taken all action to enable the Participating Province to comply with its obligations under the pertinent Participation Agreement, as applicable; and (2) the obligation of the Participating Province to: (aa) if opted for the provision mentioned in paragraph (a) (i) (A) of this Section II, and upon request of the pertinent Concessionaire, solicit the Borrower, through SE, to comply with its

obligation as provided in said paragraph; or (bb) reimburse the Concessionaire with the proceeds of the Loan the Eligible Expenditures mentioned in paragraph (a) (i) (B) of this Section II, including the obligation of providing counterpart funds for said Parts of the Project; and (3) the right of the Participating Province to take remedial actions against the pertinent Concessionaire in case said Concessionaire shall have failed to comply with any of its obligations under the corresponding Implementation Agreement I (which actions shall be previously agreed with the Bank);

- (ii) if applicable, to enter into the corresponding Implementation Agreement II with the pertinent Eligible Public Electric Utility which is providing electric services within a designated area to be benefitted by said Parts of the Project, or amend the existing Implementation Agreement II, all under terms and conditions acceptable to the Bank, which shall include, *inter alia*: (1) the obligation of the Eligible Public Electric Utility to: (aa) procure, on behalf of the Participating Province, the corresponding goods under said Parts of the Project, and thereafter install, operate and maintain the same in said designated area, all in accordance with the provisions of the Environmental/Social Management Plan; and (bb) to take or permit to be taken all action to enable the Participating Province to comply with its obligations under the pertinent Participation Agreement, as applicable; and (2) the obligation of the Participating Province to: (aa) if opted for the provision mentioned in paragraph (a) (i) (A) of this Section II, and upon request of the pertinent Eligible Public Electric Utility, solicit the Borrower, through SE, to comply with its obligation as provided in said paragraph; or (bb) reimburse the Eligible Public Electric Utility with the proceeds of the Loan the Eligible Expenditures mentioned in paragraph (a) (i) (B) of this Section II, including the obligation of providing counterpart funds for said Parts of the Project; and (3) the right of the Participating Province to take remedial actions against the pertinent Eligible Public Electric Utility in case said Eligible Public Electric Utility shall have failed to comply with any of its obligations under the corresponding Implementation Agreement II (which actions shall be previously agreed with the Bank);
- (iii) to provide the funds, facilities, services and other resources, necessary or appropriate to carry out said Parts of the Project;
- (iv) to ensure that said Parts of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;
- (v) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Participation Agreement or any provision thereof unless previously agreed by the Bank;
- (vi) if applicable, to comply, or cause to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works

and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of said Parts of the Project;

- (vii) if applicable, to exercise its rights and carry out its obligations under any Implementation Agreement I and/or Implementation Agreement II in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan;
- (viii) if applicable, not to assign, amend, terminate, abrogate, waive or fail to enforce any Implementation Agreement I and/or any Implementation Agreement II or any of its provisions, unless previously agreed with the Bank;
- (ix) to take or permit to be taken all action to enable the Borrower, through SE, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of said Parts of the Project; and
- (x) to comply with the obligation referred to in Section I (c) (viii) of this Schedule.
- III. With respect to those situations in which any Participating Province will carry out Parts 1, 2 and/or 5 of the Project without the assistance of the Borrower, the pertinent Concessionaire and/or the pertinent Eligible Public Electric Utility, as provided in Section I. G of Schedule 2 to this Agreement, the following terms and conditions shall apply:
  - (a) the obligation of the Borrower, through SE:
    - to, upon written request from any given Participating Province: (A) disburse, on behalf of the Participating Province, a portion of the proceeds of the Loan allocated to Categories (1), (2), (3), (4) and/or (5), as the case may be, to partially finance Eligible Expenditures under said Parts of the Project, and thereafter, make direct payments to contractors and/or suppliers (as the case may be) with said Loan proceeds; or (B) make available, on a grant basis, to the Participating Province a portion of the proceeds of the Loan allocated to the Categories mentioned in (A) herein to partially finance said Eligible Expenditures; and
    - (ii) to ensure that said Parts of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;
  - (b) the right of the Borrower, through SE, to take remedial actions against the pertinent Participating Province in case said Participating Province shall have failed to comply with any of its obligations under the corresponding Participation Agreement (which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the Loan (as the case may be), all as previously agreed with the Bank); and

- (c) the obligation of the Participating Province:
  - (i) to provide the funds, facilities, services and other resources, necessary or appropriate to carry out said Parts of the Project;
  - (ii) to ensure that said Parts of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines;
  - (iii) not to assign, amend, terminate, abrogate, repeal, waive or fail to enforce the Participation Agreement or any provision thereof unless previously agreed by the Bank;
  - (iv) if applicable, to comply, or cause to be complied, with the obligations referred to in Sections 5.04, 5.05, 5.06, 5.07 and 5.10 of the General Conditions (relating to insurance, land acquisition, use of goods, works and services, and maintenance of facilities, plans, documents and records, cooperation and consultation and visits, respectively) in respect of said Parts of the Project;
  - (v) to take or permit to be taken all action to enable the Borrower, through SE, to comply with its obligations referred to in this Agreement, as applicable to the carrying out of said Parts of the Project; and
  - (vi) to comply with the obligation referred to in Section I (c) (viii) of this Schedule.

# 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. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 3. "Concessionaire" means a private sector provider of electricity services operating within the territorial jurisdiction of any given Participating Province pursuant to the terms of the pertinent concession agreement (all terms as defined in this Appendix).
- 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. "Eligible Public Electric Utility" means a public electric sector utility (which is owned and/or controlled by any given Participating Province) which is operating within the territorial jurisdiction of any given Participating Province and has met the criteria set forth in the Operational Manual to participate in the Project (all terms as defined in this Appendix).
- 6. "Environmental/Social Management Plan" means the Borrower's plan dated July 3, 2008, acceptable to the Bank (included in the Operational Manual-as defined below), which sets forth, *inter alia*: (a) the guidelines for carrying out the environmental/social screenings/assessments referred to in Section I.E, I.F and I.G of Schedule 2 to this Agreement; (b) the list of type of investments that will not be financed under the Project; (c) the guidelines to be followed in connection with the finding of cultural property; (d) the guidelines to be followed to prevent forest degradation and promote reforestation and regeneration of natural forests; (e) the guidelines to be followed to prevent natural habitat conversion or degradation; and (f) the actions to mitigate any environmental negative impact as a result of the carrying out of the Project.
- 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. "Implementation Agreement I" means: (a) any agreement (previously named as Concession Agreement I under the Original Project) signed prior to the date of this Agreement between the pertinent Participating Province and the corresponding Concessionaire for purposes of participating under the Original Project; and/or (b) any agreement or amendment to the agreement (mentioned in (a) herein) referred to in Sections I (c) (i) and/or II (c) (i) of Schedule 4 to this Agreement, (as said terms are defined in this Appendix).

- 9. "Implementation Agreement II" means: (a) any agreement (previously named as Concession Agreement II under the Original Project) signed prior to the date of this Agreement between the pertinent Participating Province and the corresponding Eligible Public Electric Utility for purposes of participating under the Original Project; and/or (b) any agreement or amendment to the agreement (mentioned in (a) herein) referred to in Sections I (c) (ii) and/or II (c) (ii) of Schedule 4 to this Agreement (as said terms are defined in this Appendix).
- 10. "Indigenous Peoples Planning Framework" means the Borrower's framework dated July 3, 2008, acceptable to the Bank (included in the Operational Manual as defined below), which framework includes, *inter alia*, the principles, objectives, methodology and the contents to be included in each indigenous peoples development plan.
- 11. "Law No. 15.336 means *Ley Nacional de la Energía Eléctrica*, the Borrower's National Electric Power Law, dated September 22, 1960, and said term also includes the regulations thereunder, as said law and regulations have been amended to the date of this Agreement.
- 12. "Non-Consultant Services" means services which will be bid and contracted on the basis of performance of measurable physical outputs for the carrying out of Project activities under Part 3 of the Project, such as surveys and promotion and public education campaigns.
- 13. "Operational Manual" means the Borrower's manual dated July 3, 2008, acceptable to the Bank, which sets forth, *inter alia*: (a) the structures, functions and responsibilities of the PCU; (b) the criteria for selecting Participating Provinces; (c) the Environmental/Social Management Plan (as defined above); (d) the Indigenous Peoples Planning Framework (as defined above); (e) the criteria for selecting Eligible Public Electric Utilities to participate under the Project, which criteria shall include, inter alia: (i) that there is no Concessionaire operating in the area to be benefitted by Parts 1, 2 and/or 5 of the Project, or the Concessionaire has not agreed to participate in the acquisition/installation of the systems referred to in Parts 1, 2 and/or 5 of the Project; and/or (ii) the contractual relationship with a prior private sector participation entity (which relationship was formalized by means of a concession, lease, management or any other analogous agreement with a Participating Province or any political subdivision thereof) has been terminated and said private sector participation entity is not seeking through pending litigation, arbitration, or other dispute resolution mechanism the reinstatement of said private sector participation entity in the provision of electricity services in the area in which said Project activities will be carried out; (f) the criteria for selecting rural communities under Part 2 of the Project; (g) the Project's chart of accounts and internal controls; (h) the format of: (A) the unaudited interim financial reports referred to in Section II. B.2 of Schedule 2 to this Agreement; and (B) the Financial Statements; (i) the terms of reference for carrying out the Project audits under Section II.B.3 of Schedule 2 to this Agreement; (j) the Project indicators (including the results framework); and (k) the Project disbursement and procurement procedures, as said manual may be updated and/or amended from time to time with the agreement of the Bank (as said terms are defined in this Appendix).

- 14. "Original Project" means the project described in Schedule 2 of the Loan Agreement entered into between the Borrower and the Bank, dated October 26, 1999 (Loan No. 4454-AR), as amended.
- 15. "Participation Agreement" means: (a) any agreement signed prior to the date of this Agreement between the Borrower, through SE, and the pertinent Participating Province under the Original Project; and/or (b) any agreement or amendment to the agreement (mentioned in (a) herein) referred to in Section I.C (a) of Schedule 2 to this Agreement (as said terms are defined in this Appendix).
- 16. "Participating Province" means any of the political subdivisions of the Borrower as per Title II of the Borrower's 1994 Constitution, which meet the eligibility criteria set forth in the Operational Manual (as defined above).
- 17. "PCU" means the unit established pursuant to the Borrower's Presidential Decree No. 1119/99 of October 26, 1999, or any successor thereto acceptable to the Bank.
- 18. "PIU" means any of the units referred to in Section I (c) (viii) of Schedule 4 to this Agreement.
- 19. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
- 20. "Procurement Plan" means the Borrower's procurement plan for the Project, dated July 3, 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.
- 21. "SE" means *Secretaría de Energía*, the Borrower's Secretariat of Energy, or any successor thereto acceptable to the Bank.
- 22. "SEPA" means the Bank's publicly accessible Procurement Plans Execution System.
- 23. "Solar Home System" means a system of one or more solar photovoltaic panels, with battery storage and battery charge and discharge controllers, not connected to a power distribution grid, suitable for powering energy-efficient appliances for households, productive uses (such as for micro-irrigation, refrigeration of goods and craft and textile activities) or public services (such as for public schools, medical centers and police stations).
- 24. "Wind Home Unit" means a unit consisting of a small turbine, with battery storage and battery charge and discharge controllers, not connected to a power distribution grid, suitable for powering energy-efficient appliances for households, productive uses (such as for micro-irrigation, refrigeration of goods and craft and textile activities) or public services (such as for public schools, medical centers and police stations).