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**LOAN NUMBER 7580-CN**

# **Loan Agreement**

**Jiangxi Shihutang Navigation and Hydropower Complex Project**

**between**

**PEOPLE'S REPUBLIC OF CHINA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**Dated November 28, 2008**

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## **LOAN AGREEMENT**

AGREEMENT dated November 28, 2008, between PEOPLE'S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

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

- 1.01. The General Conditions (as defined 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 one hundred million Dollars (\$100,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(d) of the General Conditions.
- 2.05. The Payment Dates are March 15 and September 15 in each year.

- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan 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 Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.
- 2.08. On each of the semiannual Payment Dates specified in Section 2.05 of this Agreement, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay, on such date, the interest on the Loan accrued and payable on or before the date set forth, and up to the amount allocated in, Category (4) of the table in paragraph A.2, Section IV, Schedule 2 to this Agreement, as such Category may be amended from time to time by agreement between the Borrower and the Bank.

### **ARTICLE III – PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall

ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE IV – EFFECTIVENESS**

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

**ARTICLE V – REPRESENTATIVE; ADDRESSES**

- 5.01. The Borrower's Representative is the Minister of Finance.

- 5.02. The Borrower's Address is:

Ministry of Finance  
Sanlihe, Beijing 100820  
People's Republic of China

Facsimile:

(86-10) 68551125

- 5.03. The Bank's Address is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:

Telex:

Facsimile:

INTBAFRAD  
Washington, D.C.

248423(MCI) or  
64145(MCI)

1-202-477-6391

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

PEOPLE'S REPUBLIC OF CHINA

By /s/ Zheng Xiaosong  
Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By /s/ David Dollar  
Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve utilization of the Gan River in the Jiangxi Province of the Borrower for more reliable freight transport and for cleaner energy production through: (a) improving inland waterway transport capacity and service levels for primary and secondary industries in the Nanchang-Ganzhou corridor of the Gan River; and (b) generating renewable electricity to help meet rapidly growing demand for energy in the region.

The Project consists of the following parts:

#### **A. Shihutang Complex**

1. Construction of the Shihutang Complex as a single integral infrastructure unit that will form a reservoir with a designed normal pool water elevation of about 56.5 m consisting of the following:
  - (a) construction of 23 sets of dam sluice gates to regulate flows;
  - (b) construction of a Grade III single ship lock through the dam referred to in clause (d) of this Part A.1 of the Project measuring 180 (length) x 23 (width) x 3.5 (depth) meters;
  - (c) construction of a powerhouse built within the dam referred to in clause (d) of this Part A.1 of the Project, with an installed capacity of 120 MW, with a generating capacity of about 526.5 GWh of electricity per year;
  - (d) construction of two sections of a dam for a total length of about 931 m to connect the structures to both banks of the Gan River at Shihutang in, Jiangxi; and
  - (e) construction of a dam crest access road across the top of the dam referred to in clause (d) of this Part A.1 of the Project including a crest bridge to allow for river crossing.

#### **B. Flood Protection Works**

1. Construction of flood protection works consisting of approximately 43 km of dikes, about 56 km of diversion canals, about six sets of pumping stations, about two sets of free drainage sluices and about two sets of regulating sluices.

**C. Technical Assistance**

1. Strengthening the institutional and technical capacities of JANA and JPMO through:
  - (a) carrying out of a study on the optimization of reservoir operation in order to maximize the benefits of navigation, power generation and flood protection of the Shihutang Complex, including the feasibility of a coordinated operation mechanism for the interrelated dams currently existing and planned to be developed on the Gan River in Jiangxi;
  - (b) carrying out of a study on technology for waterway treatment aimed, *inter alia*, at determining measures to overcome insufficient water depth at the 17 km section of river channel immediately below the dam referred to in clause (d) of Part A.1 of the Project, and complementing the engineering design of the Project; and
  - (c) carrying out of a capacity building program consisting of, *inter alia*, international and domestic training and study tours aimed at strengthening JANA/JPMO's capacities in inland water transport management, waterway development and maintenance, construction management, hydropower plant operation, and management of cumulative impacts at watershed level.

**SCHEDULE 2****Project Execution****Section I. Implementation Arrangements****A. Onlending Arrangements**

1. To facilitate the carrying out of the Project by the Project Implementing Entity, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity under terms and conditions satisfactory to the Bank, which shall include the following:
  - (i) The principal amount shall be made available in Dollars.
  - (ii) The principal amount so made available shall be recovered over a period of twenty five (25) years, inclusive of a grace period of eight (8) years.
  - (iii) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.04 of this Agreement.
  - (iv) A front-end fee shall be charged at a rate equal to the rate paid by the Borrower to the Bank pursuant to Section 2.03 of this Agreement.

**B. Anti-Corruption**

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

**C. Wan'an Dam and Water Release**

1. The Borrower shall ensure that all actions necessary or required to address all findings and recommendations made by the Dam Safety Panel from time to time during Project implementation with respect to any remedial work or safety measures necessary to maintain/upgrade the Wan'an Dam to an acceptable standard of safety are taken on a timely basis and in a manner satisfactory to the Bank.
2. The Borrower shall take all actions as may be necessary or required in order to ensure the compliance of the Water Release Agreement by its parties thereto as agreed with the Bank.



**Section II. Project Monitoring Reporting and Evaluation****A. Project Reports**

1. The Borrower 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 Annex to the Schedule to the Project Agreement. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than forty-five (45) days 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 after the closing date.

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

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.
3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

**Section III. Procurement****A. General**

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with

the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

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

1. **International Competitive Bidding.** Except as otherwise provided in paragraphs 2 and 4 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
2. **National Competitive Bidding.** Except as otherwise provided in paragraph 3 below, works costing less than \$20,000,000 equivalent per contract and goods costing less than \$500,000 equivalent per contract may be procured under contracts awarded on the basis of National Competitive Bidding, subject to the additional provisions provided in paragraph 3 below.
3. **National Competitive Bidding Procedure.** The procedures to be followed for National Competitive Bidding shall be those set forth in the Law on Tendering and Bidding of the People's Republic of China promulgated by Order No.21 of the President of the People's Republic of China on August 30, 1999, with the following clarifications required for compliance with the Procurement Guidelines:
  - (i) All invitations to prequalify or to bid shall be advertised in a newspaper of national circulation in the Borrower's country, except for civil works contracts that are estimated cost less than \$2,000,000 equivalent each and for goods contracts that are estimated to cost less than \$300,000 equivalent each, which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission.
  - (ii) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.

- (iii) All bidders that meet the qualification criteria set out in the pre-qualification document shall be allowed to bid and there shall be no limit on the number of pre-qualified bidders.
- (iv) All bidders shall be required to provide security in an amount sufficient to protect the Borrower or Project Implementing Entity, as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security.
- (v) Bidders will be allowed to submit bids by mail or by hand. The time for opening of all bids shall be the same as the deadline for receipt of such bids.
- (vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.
- (vii) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.
- (viii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Borrower or Project Implementing Entity, as the case may be.
- (ix) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.
- (x) Each contract financed with the proceeds of the Loan shall provide that the suppliers and contractors shall permit the Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Bank.
- (xi) Government owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of goods and works if they can establish that they: (A) are legally and financially autonomous; (B)

operate under commercial law; and (C) are not a dependent agency of the agency conducting the procurement.

(xii) Re-bidding should not be allowed solely because the number of bids is less than three (3).

4. **Shopping.** Works and goods costing less than \$100,000 equivalent per contract may be procured under contracts awarded on the basis of Shopping.

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

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<b>Procurement Method</b>	
(a)	Quality-based Selection
(b)	Selection based on Consultant’s Qualifications
(c)	Single Source Selection

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

1. Except as the Bank shall otherwise determine by notice to the Borrower, the following contracts shall be subject to Prior Review by the Bank: (a) each contract for works estimated to cost the equivalent of \$5,000,000 or more; (b) each contract for goods estimated to cost the equivalent of \$500,000 or more; (c) the first contract for works and goods respectively awarded on the basis of National Competitive Bidding procedures; (d) each contract for consultants’ services provided by a firm estimated to cost the equivalent of \$100,000 or more; (e) each contract for consultants’ services provided by an individual estimated to cost the equivalent of \$20,000 or more; and (f) each contract for consultants’ services provided by a firm or an individual procured on the basis of Single Source Selection estimated to cost the equivalent of \$10,000 or more. All other contracts shall be subject to Post Review by the Bank.

**Section IV. Withdrawal of Loan Proceeds****A. General**

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of 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.

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Works under Part A of the Project	41,190,000	60%
(2) Goods under Part A of the Project	50,400,000	100%
(3) Consultants’ services and training under Part C of the Project	380,000	100%
(4) Interest during construction	7,780,000	Amount payable pursuant to Section 2.08 of this Agreement
(5) Front-end Fee	250,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>100,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made 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 July 1, 2008 for Eligible Expenditures.
2. 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.

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
March 15, 2017	1.90%
September 15, 2017	1.95%
March 15, 2018	2.00%
September 15, 2018	2.05%
March 15, 2019	2.10%
September 15, 2019	2.15%
March 15, 2020	2.20%
September 15, 2020	2.26%
March 15, 2021	2.32%
September 15, 2021	2.37%
March 15, 2022	2.43%
September 15, 2022	2.49%
March 15, 2023	2.56%
September 15, 2023	2.62%
March 15, 2024	2.69%
September 15, 2024	2.75%
March 15, 2025	2.82%
September 15, 2025	2.89%
March 15, 2026	2.96%
September 15, 2026	3.04%
March 15, 2027	3.11%
September 15, 2027	3.19%
March 15, 2028	3.27%
September 15, 2028	3.35%
March 15, 2029	3.44%
September 15, 2029	3.52%
March 15, 2030	3.61%

September 15, 2030	3.70%
March 15, 2031	3.79%
September 15, 2031	3.89%
March 15, 2032	3.99%
September 15, 2032	4.09%
March 15, 2033	4.19%
September 15, 2033	4.31%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
  - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an



Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

**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. “CGC” means the China Guodian Corporation, a state-owned power company of the Borrower that owns and operates the Wan’an Dam.
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. “Dam Safety Panel” means the panel consisting of three experts appointed by Jiangxi through JPMO in September 2007 for the purposes, *inter alia*, of reviewing the safety aspects of the Shihutang Complex and the Wan’an Dam.
6. “Displaced Person” means a person who, on account of the execution of Part A of the Project has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and “Displaced Persons” means collectively, all such Displaced Persons.
7. “Emergency Preparedness Plan” means the plan of Jiangxi to be provided to the Dam Safety Panel and the Bank pursuant to provisions of paragraph C.6 of Section I of the Schedule to the Project Agreement detailing, *inter alia*, the roles of responsible parties during possible emergency situations when failure of the Shihutang Complex may be imminent, or when expected operational flow release from said Scheme may threaten downstream life, property, or economic operations that depend on river flow levels.
8. “EMP” means the Environmental Management Plan dated November 27, 2007 and duly adopted by the Project Implementing Entity, and which Plan sets out the environmental protection measures in respect of the Project, as well as administrative and monitoring arrangements to ensure the implementation of said plan, as the same may be revised from time to time with the agreement of the Bank.

9. “Financial Management Manual” means the manual adopted by the Project Implementing Entity on May 4, 2008 for the purpose of implementing and monitoring the financial management aspects of the Project.
10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008).
11. “Instrumentation Plan” means the plan of Jiangxi to be provided to the Dam Safety Panel and the Bank pursuant to the provisions of paragraph C.4 of Section I of the Schedule to the Project Agreement detailing, *inter alia*, the instruments to be installed to monitor and record the behavior and the related hydrometeorological, structural, and seismic factors of the dam to be constructed under the Shihutang Complex.
12. “JANA” means the Jiangxi Administration of Navigation Affairs within JPCD established for carrying out waterway development and maintenance in Jiangxi and entrusted with responsibility for managing the implementation of the Project.
13. “Jiangxi” means the Borrower’s Jiangxi Province, or any successor thereto.
14. “JPCD” means the Jiangxi Provincial Communications Department of Jiangxi.
15. “JPMO” means the Jiangxi Project Management Office established by JPCD within JANA for implementing the Project.
16. “Operation and Maintenance Plan” means the plan of Jiangxi to be provided to the Dam Safety Panel and the Bank pursuant to the provisions of paragraph C.5 of Section I of the Schedule to the Project Agreement detailing, *inter alia*, the organizational structure, staffing, technical expertise, and training required for carrying out operation and maintenance of the dam to be constructed under the Shihutang Complex, the equipment and facilities needed to operate and maintain said dam, the procedures for carrying out operation and maintenance of said dam, and arrangements for funding said operation and maintenance, including long-term maintenance and safety inspections.
17. “Plan for Construction Supervision and Quality Assurance” means the plan of Jiangxi dated July 4, 2008 setting out, *inter alia*, the organization, staffing levels, procedures, equipment, and qualifications for supervision of the construction of the Shihutang Complex.
18. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.

19. “Procurement Plan” means the Project Implementing Entity’s procurement plan for the Project, dated July 8, 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.
20. “Project Implementing Entity” means Jiangxi.
21. “RAP” means, the resettlement action plan dated February 15, 2008 with respect to Part A of the Project, duly adopted by the Project Implementing Entity, and which sets out the principles and procedures governing land acquisition, resettlement, compensation and rehabilitation of Displaced Persons on account of the execution of such Part of the Project, as well as reporting and monitoring arrangements to ensure compliance with said plan, as the same may be revised from time to time with the prior agreement of the Bank; and such term includes all attachments and annexes supplemental to said Plan.
22. “Shihutang Complex” means the multipurpose navigation and hydropower complex to be constructed at Shihutang on the Gan River in Jiangxi as described in Part A.1 of Schedule 1 to this Agreement.
23. “Wan’an Dam” means the dam constructed at Wan’an in Jiangxi on the Gan River and located upstream of the Shihutang Complex and that is owned and operated by CGC.
24. “Water Release Agreement” means the agreement dated December 5, 2007 entered into between JPMO (on behalf of Jiangxi) and CGC that regulates the release of water from the Wan’an dam to the Shihutang Complex.