

Public Disclosure Authorized

CONFORMED COPY

LOAN NUMBER 7291 - EGT

Loan Agreement

(Integrated Irrigation Improvement and Management Project)

between

ARAB REPUBLIC OF EGYPT

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Public Disclosure Authorized

Dated May 12, 2005



LOAN NUMBER 7291 - EGT

LOAN AGREEMENT

AGREEMENT, dated May 12, 2005, between the ARAB REPUBLIC OF EGYPT (the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested the Bank to assist in the financing of the Project;

(B) the Kreditaustalt für Wiederaufbau (KfW) has agreed during the German-Egyptian Government Negotiations on Development Cooperation that took place on December 5-6, 2004, to make available for the benefit of the Borrower a grant in an amount of approximately two million Euros (EUR2,000,000) equivalent and a loan in an amount of approximately thirty eight million eight hundred thousand Euros (EUR38,800,000) equivalent to assist in financing part of the Project on the terms and conditions set forth in an agreement (the KfW Grant Agreement and the KfW Loan Agreement, respectively) to be entered into between the Borrower and KfW;

(C) the Netherlands Ministry for Development Cooperation (the Netherlands) has agreed to make available for the benefit of the Borrower a grant in an amount of approximately twenty five million United States Dollars (\$25,000,000) equivalent to assist in financing part of the Project on the terms and conditions set forth in an agreement (the Netherlands Grant Agreement) to be entered into between the Borrower and the Netherlands; and

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the Loan to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. (a) The "General Conditions Applicable to Loan and Guarantee Agreements for Fixed-Spread Loans" of the Bank dated September 1, 1999 (as amended through May 1, 2004), with the modifications set forth in paragraph (b) of this Section (the General Conditions), constitute an integral part of this Agreement:

(b) Paragraph 22 of Section 2.01 of the General Conditions shall be modified as follows:

“22. “Fixed Spread” means the Bank’s fixed spread of 0.50% in respect of the initial Loan Currency, provided, that upon a Currency Conversion of all or any portion of the unwithdrawn principal amount of the Loan, such fixed spread shall be adjusted on the Execution Date in the manner specified in the Conversion Guidelines.”

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) “Environmental and Social Management Plan” or “ESMP” means the Borrower’s environmental and social management plan for the Project, furnished to the Bank on January 12, 2005, as such ESMP may be updated from time to time by agreement between the Borrower and the Bank, setting forth: (i) the remedial measures to be taken during the implementation and operation of the Project to offset or reduce adverse environmental impacts, including air and water pollution and waste to levels acceptable to the Bank; and (ii) the rules, procedures and guidelines for the acquisition of land and/or other assets from Project affected persons and/or the resettlement and rehabilitation of such persons and the compensation thereof;

(b) “Financial Monitoring Report” or “FMR” means each report prepared in accordance with the provisions of Section 4.02 of this Agreement;

(c) “MWRI” means the Borrower’s Ministry of Water Resources and Irrigation and any successor thereof;

(d) “Project Area” means the two irrigation command areas of Mahmoudia in the Governorates of Alexandria and Behaira and of Meet Yazid in the Governorates of Kafr El Sheikh and Gharbia, respectively;

(e) “Project Implementation Plan” or “PIP” means the Borrower’s Project Implementation Plan, furnished to the Bank on January 18, 2005, setting forth the procedures, guidelines, criteria, terms of references and formats acceptable to the Bank, and required for carrying out the Project, as such plan may be updated from time to time by agreement of the Borrower and the Bank;

(f) “Project Management Unit” or “PMU” means the Project management unit to be maintained in accordance with the provisions of paragraph 3 of Schedule 5 to this Agreement;

(g) “Procurement Plan” means the Borrower’s procurement plan, dated March 7, 2005, covering the initial eighteen (18) month period (or longer) of Project

implementation, and the same shall be updated from time to time in accordance with the provisions of Section 3.02 of this Agreement, to cover succeeding eighteen (18) months (or longer) of Project implementation;

(h) "Project Steering Committee" means the committee to be established and maintained in accordance with the provisions of paragraph 2 of Schedule 5 to this Agreement;

(i) "Regional Management Committees" or "RMCs" means the two committees to be maintained in accordance with the provisions of paragraph 2 of Schedule 5 to this Agreement; and

(j) "Special Account" means the account referred to in Section 2.02(b) of this Agreement.

ARTICLE II

The Loan

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount equal to one hundred twenty million United States Dollars (\$120,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.09 of this Agreement.

Section 2.02. (a) The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and works required for the Project and to be financed out of the proceeds of the Loan and in respect of interest and other charges in respect of the Loan, the front-end fee referred to in Section 2.04 of this Agreement and any premium in respect of an Interest Rate Cap or Interest Rate Collar payable by the Borrower in accordance with Section 4.04(c) of the General Conditions.

(b) The Borrower may, through MWRI, for the purposes of the Project open and maintain in United States Dollars a special deposit account in a commercial bank on terms and conditions satisfactory to the Bank, including appropriate protection against set-off, seizure and attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 6 to this Agreement.

Section 2.03. The Closing Date shall be March 31, 2014, or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

Section 2.04. The Borrower shall pay to the Bank a front-end fee in an amount equal to one percent (1%) of the amount of the Loan, subject to any waiver of a portion

of such fee as may be determined by the Bank from time to time. On or promptly after the Effective Date, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay itself the amount of such fee.

Section 2.05. The Borrower shall pay to the Bank a commitment charge on the principal amount of the Loan not withdrawn from time to time, at a rate equal to: (i) eighty five one-hundredths of one per cent (0.85%) per annum from the date on which such charge commences to accrue in accordance with the provisions of Section 3.02 of the General Conditions to but not including the fourth anniversary of such date; and (ii) seventy five one-hundredths of one per cent (0.75%) per annum thereafter.

Section 2.06. The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time, in respect of each Interest Period at the Variable Rate; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the Borrower shall, during the Conversion Period, pay interest on such amount in accordance with the relevant provisions of Article IV of the General Conditions.

Section 2.07. Interest and commitment charges shall be payable semiannually in arrears on May 1 and November 1 in each year.

Section 2.08. The Borrower shall repay the principal amount of the Loan in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.09. (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 said 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 Section 2.01(7) of 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 in respect of 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 4.04(c) of the General Conditions up to the amount allocated from time to time for such purpose in the table in paragraph 1 of Schedule 1 to this Agreement.

Section 2.10. The Borrower represents that it has designated its Ministry of Finance for the purpose of handling on behalf of the Borrower, debt service payments with respect to the Loan.

Section 2.11. MWRI is designated as the representative of the Borrower for the purposes of taking any action required or permitted to be taken under the provisions of Section 2.02 of this Agreement and Article V of the General Conditions.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project, and, to this end, shall carry out the Project through MWRI with due diligence and efficiency and in conformity with appropriate administrative, economic, engineering, environmental, financial, management and technical practices, and shall provide, as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Borrower and the Bank shall otherwise agree, the Borrower shall, through MWRI carry out the Project in accordance with the Implementation Program set forth in Schedule 5 to this Agreement, the ESMP and the PIP.

Section 3.02. (a) Except as the Bank shall otherwise agree, procurement of the goods and works required for the Project and to be financed out of the proceeds of the Loan shall be governed by the provisions of Schedule 4 to this Agreement, as said provisions may be further elaborated in the Procurement Plan.

(b) The Borrower shall, through MWRI, update the Procurement Plan in accordance with guidelines acceptable to the Bank, and furnish such update to the Bank not later than twelve (12) months after the date of the preceding Procurement Plan, for the Bank's approval.

Section 3.03. For the purposes of Section 9.07 of the General Conditions and without limitation thereto, the Borrower shall, through MWRI:

(a) prepare, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Bank, a plan for the continued achievement of the objectives of the Project; and

(b) afford the Bank a reasonable opportunity to exchange views with the Borrower on said plan.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Borrower shall, through MWRI maintain a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Borrower shall, through MWRI:

(i) have the financial statements referred to in paragraph (a) of this Section for each fiscal year (or other period proposed by the Borrower and agreed to by the Bank) audited by independent auditors, in accordance with consistently applied auditing standards, both such auditors and standards to be acceptable to the Bank;

(ii) furnish to the Bank as soon as available, but in any case not later than six months after the end of each such year (or such other period proposed by the Borrower and agreed to by the Bank), (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year (or such other period proposed by the Borrower and agreed to by the Bank), as so audited, and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Bank; and

(iii) furnish to the Bank such other information concerning such records and accounts, and the audit of such financial statements, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Loan Account were made on the basis of statements of expenditure, the Borrower shall, through MWRI:

- (i) retain, until at least one year after the Bank has received the audit report for, or covering, the fiscal year in which the last withdrawal from the Loan Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (ii) enable the Bank's representatives to examine such records; and
- (iii) ensure that such reports and statements of expenditure are included in the audit for each fiscal year (or other period agreed to by the Bank), referred to in paragraph (b) of this Section.

Section 4.02. (a) Without limitation upon the Borrower's MWRI progress reporting obligations set out in Schedule 5 to this Agreement, the Borrower shall, through MWRI prepare and furnish to the Bank a financial monitoring report, in form and substance satisfactory to the Bank, which:

- (i) sets forth sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing separately funds provided under the Loan, and explains variances between the actual and planned uses of such funds;
- (ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; and
- (iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report.

(b) The first FMR shall be furnished to the Bank not later than forty five (45) days after the end of the first six calendar months after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar quarter; thereafter, each FMR shall be furnished to the Bank not later than forty five (45) days after each subsequent calendar quarter, and shall cover such calendar quarter.

ARTICLE V

Effective Date; Termination

Section 5.01. The following events are specified as additional conditions to the effectiveness of the Loan Agreement within the meaning of Article XII of the General Conditions:

(a) the Borrower, through MWRI, shall have established the Project financial management system referred to in Section 4.01(a) of this Agreement; and

(b) the Borrower, through MWRI, shall have established the PMU, in accordance with paragraph 3 of Schedule 5 to this Agreement.

Section 5.02. The date one hundred and eighty (180) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE VI

Representative of the Borrower; Addresses

Section 6.01. The Minister of International Cooperation of the Borrower and the Under Secretary of State for International, Regional and Arab Financing Organizations of the Ministry of International Cooperation of the Borrower, are severally designated as representatives of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministry of International Cooperation
8 Adly Street
Cairo, Egypt

Cable Address:

Ministry of International Cooperation
Cairo, Arab Republic of Egypt

Facsimile:

(202) 391 2815
(202) 391 5167

For the Bank:

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)	(202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Cairo, Arab Republic of Egypt, as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

By /s/ Fayza Abounaga
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Emmanuel Mbi
Acting Regional Vice President
Middle East and North Africa

SCHEDULE 1

Withdrawal of the Proceeds of the Loan

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	<u>Amount of the Loan Allocated (Expressed in Dollars)</u>	<u>% of Expenditures to be financed</u>
(1) Works	73,000,000	70%
(2) Goods	43,000,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 70% of local expenditures for other items procured locally
(3) Front-end fee	600,000	Amount due under Section 2.04 of this Agreement
(4) Premia for Interest Rate Caps and Interest Rate Collars	0	Amount due under Section 2.09(c) of this Agreement
(5) Unallocated	3,400,000	
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TOTAL	120,000,000	
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2. For the purposes of this Schedule:

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

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

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

4. The Bank may require withdrawals from the Loan Account to be made on the basis of statements of expenditure for expenditures under contracts for: (a) goods costing less than \$250,000 equivalent per contract; and (b) works costing less than (\$500,000) equivalent per contract, all under such terms and conditions as the Bank shall specify by notice to the Borrower.

SCHEDULE 2

Description of the Project

The objective of the Project is to assist the Borrower in improving the management of irrigation and drainage in the Project Area in order to increase the efficiency of irrigated agriculture water use and services.

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

Part A: Improved and Integrated Water Management

Carrying out of a program, consisting of the provision of goods and consultants' services, and the execution of civil works, to rehabilitate and improve the irrigation and drainage facilities in the Project Area through, inter alia,: (1) the carrying out of the rehabilitation and improvement of: (a) main canal systems; (b) secondary (branch) and tertiary (mesqa) canal systems; (c) quaternary (marwa) and farm level irrigation systems; (d) open and sub-surface drainage networks; and (e) tubewell irrigation and groundwater monitoring systems; and (2) conducting engineering studies, design and construction supervision.

Part B: Improved On-farm Water Management

Carrying out of a program, consisting of the provision of goods and consultants' services, and the execution of civil works, to improve the on-farm water management by: (1) conducting regional water and land management adaptive research; (2) carrying out an extensive on-farm water control and irrigated agriculture practice demonstration program; and (3) strengthening irrigation advisory and production support services.

Part C: Institutional Development and Capacity Building

Carrying out an institutional development and capacity building program for the irrigation and drainage sector at the primary, secondary and tertiary levels within the Project Area, through the provision of consultants' services, goods and training, for: (1) the establishment of secondary irrigation and drainage system branch canal water boards (BCWBs) and district water boards; (2) the formation of mesqa water users associations within the BCWBs; (3) the establishment of integrated water management districts; (4) conducting cadastral and water users registration surveys and preparing the relevant data bases; and (5) preparing updated digital and hard copy maps.

Part D: Project Management, Coordination and Integration

Support to the Project management and coordination entities within MWRI to strengthen their institutional capabilities, and ensure effective planning and implementation, through the provision of consultants' services, goods and training, with special focus on the PMU and the regional coordination units.

Part E: Environmental Mainstreaming

Carrying out of an environmental management program, consisting of: (1) the provision of goods, training and consultants' services for: (a) conducting public awareness and information disclosure campaigns; (b) carrying out performance based monitoring activities; (c) conducting environmental studies and management plans related to rural sewage, solid waste and pest management within the Project Area; and (d) strengthening the institutional capacity of water user organizations; and (2) the carrying out of works and provision of goods required for rural sewage and solid waste management pilots, all to support environmental mitigation measures and to empower water boards to ensure a sustainable management of water resources.

* * *

The Project is expected to be completed September 30, 2013.

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 shall 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) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<u>Payment Date</u>	<u>Installment Share (Expressed as a %)</u>
On each May 1 and November 1 Beginning May 1, 2013 through May 1, 2024	4.17%
On November 1, 2024	4.09%

2. If the proceeds of the Loan shall not 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 as follows:

(a) To the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule.

(b) Any withdrawal made 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 shall be the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts 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) Withdrawals made 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 3, if at any time the Bank shall adopt 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 principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be 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 said Conversion by either: (i) the exchange rate that reflects the amounts of principal in said Approved Currency payable by the Bank under the Currency Hedge Transaction relating to said 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 principal amount of the Loan withdrawn and outstanding from time to time shall be 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

Procurement

Section I. General

A. All goods, works and services (other than consultants' services) shall be procured in accordance with the provisions of Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" dated May 2004 (the Procurement Guidelines), and with the provisions of this Schedule.

B. The capitalized terms used below in this Schedule to describe particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Guidelines.

Section II. Particular Methods of Procurement of Goods, Works and Services (other than Consultants' Services)

A. International Competitive Bidding. Except as otherwise provided in Part B of this Section, contracts shall be awarded on the basis of International Competitive Bidding. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines, providing for domestic preference in the evaluation of bids, shall apply to goods manufactured in the territory of the Borrower.

B. Other Procurement Procedures

1. National Competitive Bidding. Goods estimated to cost less than \$500,000 equivalent per contract and works estimated to cost less than \$10,000,000 equivalent per contract, may be procured under contracts awarded on the basis of National Competitive Bidding in accordance with the provisions of paragraphs 3.1, 3.3, 3.4, 3.14 and 3.15 of the Procurement Guidelines and as set forth in the Annex to this Schedule 4 required to comply with the provisions of the Procurement Guidelines.

2. Shopping. Goods estimated to cost less than \$20,000 equivalent per contract, and works estimated to cost less than \$50,000 equivalent per contract may be procured under contracts awarded on the basis of Shopping.

Section III. Review by the Bank of Procurement Decisions

1. With respect to each contract for works estimated to cost the equivalent of \$500,000 or more and each contract for goods estimated to cost the equivalent of \$250,000 or more, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

2. With respect to each contract not governed by paragraph 1 of this Part, the procedures set forth in paragraph 5 of Appendix 1 to the Guidelines shall apply.

ANNEX to SCHEDULE 4

NATIONAL COMPETITIVE BIDDING

Contracts for goods and works procured under the National Competitive Bidding procedure shall comply with the following:

1. Any prospective bidder from a country eligible under the Guidelines who proposes to provide goods produced in, or services supplied from, any such country shall be eligible to bid for such contracts.
2. Tenders shall be advertised with no less than thirty (30) days for bid preparation.
3. Government-owned enterprises shall be eligible provided they are legally and financially autonomous, operate under commercial law, and are not selected or hired by the supervising or reporting authority, and shall be subject to the same bid and performance security requirements as other bidders.
4. Bidders shall be allowed to deliver their bid by hand or by mail.
5. Bids shall be opened in public; that is, bidders or their representatives shall be allowed to be present at the place where bids are to be opened and both envelopes, if two are submitted, shall be opened at the same time. The time for the bid opening shall be the same as for the deadline for receipt of bids or promptly thereafter; and shall be announced, together with the place for bid opening, in the invitation to bid.
6. Bids shall be evaluated based on price and on other criteria disclosed in the bid documents and quantified in monetary terms, and no provision for preferential treatment for national companies shall be applied.
7. The contract shall be awarded to the bidder having submitted the lowest evaluated responsive bid, and no negotiation shall take place.
8. Arabic translation of the Bank's standard bidding documents may be used.

SCHEDULE 5

Implementation Program

1. The Borrower shall maintain, through MWRI, arrangements satisfactory to the Bank, for the carrying out of the Project in accordance with the ESMP and the PIP. Except as the Bank shall otherwise agree, the Borrower shall not amend or waive any provision of the PIP if, in the opinion of the Bank, such amendment or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof.

2. The Borrower, through MWRI shall establish no later than December 15, 2005, and thereafter maintain a Project Steering Committee and RMCs throughout the duration of the Project, with membership and terms of reference satisfactory to the Bank. The Project Steering Committee shall, inter alia, have the responsibility of Project oversight and coordination. The RMCs shall be responsible for Project supervision and coordination at the regional level within the Project Area.

3. (a) For purposes of assisting MWRI in the implementation of the Project and in order to ensure proper coordination of the execution of the Project, the Borrower shall establish no later than the Effective Date and thereafter maintain the PMU within MWRI, with professional staff in adequate numbers whose qualifications, experience and terms of reference shall be satisfactory to the Bank.

(b) The PMU shall operate under the auspices of the Project Steering Committee. The functions of the PMU shall include, inter alia, responsibility for: (i) overall management of Project implementation; (ii) the procurement and disbursement processes under the Project; (iii) monitoring Project performance and implementation progress in accordance with the targets and indicators agreed upon with the Bank; (iv) management of the technical assistance activities of the Project; (v) preparation, for submission to the Bank, of work plans and updated Procurement Plans; and (vi) preparation, for submission to the Bank, of the reports referred to under paragraph 7 of this Schedule.

(c) The PMU shall consist, inter alia, of: (i) a central management team including a Project manager, a procurement specialist, an environmental specialist, a financial management specialist, and a monitoring and evaluation specialist; and (ii) two regional coordination units to coordinate and supervise the local implementation teams.

4. Irrigation and drainage system user organizations shall be duly established as independent entities to manage, operate and maintain the branch canals and the mesqas, prior to carrying out any of the respective works under Parts A.1(b), (c) and (d) of the Project.

5. The Borrower, through MWRI, shall:

(a) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank for its review and comments, by November 30 of each year during Project implementation, an annual work plan for the carrying out of the Project during the following calendar year, and thereafter, finalize and implement said plan, as agreed upon with the Bank; and

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank by the end of each January, April, July, and October of each year during Project implementation, a quarterly report on the progress of Project execution including the carrying out of the annual work plan referred to in paragraph (a) of this Section.

6. The Borrower, through MWRI, shall ensure that all land acquisition required for the purposes of carrying out any works under Part A.1(a) of the Project, and activities related to the resettlement and rehabilitation of Project affected people in connection with such works, shall be completed prior to the carrying out of such works, in accordance with the provisions set forth in the ESMP.

7. The Borrower, through MWRI, shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Bank, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank on or about: (i) January 31 and July 31 of each year, a semi-annual report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the implementation of the Project during the period preceding the date of said report; and (ii) by July 15, 2008, a mid-term report consolidating the results of the reports referred to under sub-paragraph (b)(i) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Bank, by October 15, 2008, or such later date as the Bank shall request, the mid-term report referred to in paragraph (b)(ii) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.

SCHEDULE 6

Special Account

1. For the purposes of this Schedule:

(a) the term “eligible Categories” means Categories (1) and (2) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term “eligible expenditures” means expenditures in respect of the reasonable cost of goods and works required for the Project and to be financed out of the proceeds of the Loan allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term “Authorized Allocation” means the amount of six million United States Dollars (US\$6,000,000) to be withdrawn from the Loan Account and deposited into the Special Account pursuant to paragraph 3(a) of this Schedule, provided, however, that unless the Bank shall otherwise agree, the Authorized Allocation shall be limited to the amount of three million United States Dollars (US\$3,000,000) until the aggregate amount of withdrawals from the Loan Account plus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of ten million United States Dollars (US\$10,000,000).

2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall through MWRI furnish to the Bank a request or requests for deposit into the Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount or amounts as the Borrower’s MWRI shall have requested.

(b) (i) For replenishment of the Special Account, the Borrower shall through MWRI furnish to the Bank requests for deposits into the Special Account at such intervals as the Bank shall specify.

- (ii) Prior to or at the time of each such request, the Borrower shall through MWRI furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount as the Borrower's MWRI shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Bank from the Loan Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower through MWRI out of the Special Account, the Borrower shall through MWRI, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Special Account:

- (a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Borrower directly from the Loan Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

- (b) if the Borrower's MWRI shall have failed to furnish to the Bank, within the period of time specified in Section 4.01(b)(ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

- (c) if, at any time, the Bank shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account pursuant to the provisions of Section 6.02 of the General Conditions; or

- (d) once the total unwithdrawn amount of the Loan allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Loan Account of the remaining unwithdrawn amount of the Loan allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Borrower. Such further withdrawals shall be made only

after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Borrower shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Borrower may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Bank made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Loan Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.