

Public Disclosure Authorized

CONFORMED COPY

LOAN NUMBER 7546-DO

Loan Agreement

(Emergency Recovery and Disaster Management Project)

between

DOMINICAN REPUBLIC

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated May 27, 2008

Public Disclosure Authorized

LOAN NUMBER 7546-DO

LOAN AGREEMENT

Agreement dated May 27, 2008, between DOMINICAN 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 eighty million Dollars (\$80,000,000), 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be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 May 15 and November 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 Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project to be carried out by INDRHI (Part 1 of the Project) and CDEEE (Part 2 of the Project) in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that CDEEE or INDRHI shall have failed, in the opinion of the Bank, to perform any of their obligations under the CDEEE Subsidiary Agreement or the INDRHI Subsidiary Agreement, as the case may be.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in 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.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The CDEEE Subsidiary Agreement and the INDRHI Subsidiary Agreement have been executed on behalf of the Borrower and CDEEE and INDRHI, respectively.
 - (b) The Operational Manual has been adopted in a manner satisfactory to the Bank.
 - (c) The Inter-Institutional Agreement has been executed on behalf of CDEEE and INDRHI.
- 5.02. The Additional Legal Matter consists of the following, namely that the CDEEE Subsidiary Agreement and the INDRHI Subsidiary Agreement have been duly authorized or ratified by the Borrower and CDEEE and INDRHI, respectively, and are legally binding upon the Borrower and CDEEE and INDRHI, in accordance with their terms.
- 5.03. 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 November 2, 2009.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its *Secretario de Estado de Hacienda*.

6.02. The Borrower's Address is:

Secretaria de Estado de Hacienda
Avenida México No. 45, Gazcue
Santo Domingo, República Dominicana

Tel:	Facsimile:
(809) 687-5131	(809) 688-8838

6.03. The Bank's Address is:

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

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at the District of Columbia, United States of America, as of the day and year first above written.

DOMINICAN REPUBLIC

By /s/ Vicente Bengoa

Authorized Representative

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By /s/ Yvonne M. Tsikata

Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) restore and strengthen the Borrower's irrigation, electricity, water, and sanitation infrastructure damaged by the tropical storms Olga and Noel in October and December 2007 or at risk of damage from future storms; and (ii) strengthen INDRHI's and CDEEE's capacity for future risk management.

The Project and consists of the following parts:

Part 1: Rehabilitation and Risk Management in Water Resources Sector

Rehabilitation of the Borrower's principal water management systems damaged by tropical storms Noel and Olga and strengthening of the Borrower's institutional capacity for risk management, through, *inter alia*:

- 1.1. (a) the reconstruction and rehabilitation of: (i) damaged water control structures, including the rehabilitation of water diversion and conveyance structures; (ii) canal systems; and (iii) water distribution, control, and drainage structures;
- (b) the restoration of ancillary dam infrastructure, including access roads and monitoring equipment;
- (c) the carrying out of works to repair the dams of *Maguaca, Villarpando, Dique de Barracote, Tavera, Jigüey, Aguacate, Hatillo, Rincon, Sabana Yegua, Mijo, Sabaneta, Rio Blanco, Arroyon, and Tireito*;
- (d) the removal of flood debris; and
- (e) the repair and replacement of damaged flood control structures.
- 1.2. the provision of technical assistance, goods and services to INDRHI to: (a) improve its capacity to model watershed behavior and identify watershed attributes contributing to increased risks associated with the water sector; (b) support the Borrower's maintenance, preparedness and emergency response capabilities, including the provision of technical assistance to develop the Borrower's proposed water law bill; (c) repair damaged stations to monitor river flow data and weather observations and install new stations for watershed monitoring and early warning of potential disaster conditions; (d) review and update the operating procedures of dams; (e) carry out a technical audit of the works under Part 1 of the Project; and (f) carry out the financial audit for Part 1 of the Project.

Part 2: Rehabilitation and Risk Management in the Electricity Sector

Restoration of priority electricity infrastructure in the Borrower's territory affected by the tropical storms Noel and Olga and strengthening of the electricity sector's capacity to respond to natural disasters, through, *inter alia*:

- 2.1. the rehabilitation of hydroelectric generation facilities operated by EGEHID, including: (a) the rehabilitation of the power generation plants of *Aguacate, Nizao-Najayo and Aniana Vargas, Valdesia, Jiguey, Sabana Yegua, Rio Blanco, Los Anones y Las Barias*; and (b) the restoration of ancillary dam works, including access roads; and (c) carrying out of works to repair the dams of *Las Barias and Valdesia*;
- 2.2. the rehabilitation of at least 152 km of transmission lines operated by ETED, including in the following sectors: (a) *Azua-Sabana Yegua*; (b) *Cruce Cabral-Las Damas*; (c) *Sabana Yegua-San Juan*; (d) *Cruce Cabral-Vicente Noble*; and (e) *Haina- Galeria Infiltracion CAASD Managuayabo*;
- 2.3. the rehabilitation of electricity distribution facilities carried out by EDENORTE and EDESUR; and
- 2.4. (a) the revision and updating of the technical specifications and quality control methods for the acquisition of materials and equipment for power transmission and distribution facilities; (b) the updating of the contingency plans in case of severe meteorological occurrences; (c) the strengthening of the CDEEE's procurement capacity; (d) the carrying out of a technical audit of the works under Part 2 of the Project; and (e) the carrying out of the financial audit for Part 2 of the Project.

Part 3: Emergency Relief and Urgent Rehabilitation of Water and Sanitation Infrastructure in Santo Domingo and Santiago

- 3.1. Financing of water purification chemicals, including chlorine and aluminum sulfate, and gasoline, used for delivering potable water to the affected population in Santo Domingo in the wake of the tropical storms Noel and Olga.
- 3.2. Carrying out of civil works and provision of goods and equipment to rehabilitate CORAASAN's facilities damaged by the tropical storm Olga.

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

1. The Borrower shall cause CDEEE to maintain, until completion of the Project, a unit within its own structure (the UAFA), with staff (including a procurement specialist), structure and functions satisfactory to the Bank, responsible for the management, coordination, supervision, monitoring and evaluation of Part 2 of the Project.
2. The Borrower shall cause INDRHI to maintain, until completion of the Project, a unit within its own structure, with staff (including a procurement specialist), structure and functions satisfactory to the Bank, responsible for the management, coordination, supervision, monitoring and evaluation of Part 1 of the Project.

B. Subsidiary and Inter-Institutional Agreements

1. To facilitate the carrying out of their Parts of the Project, the Borrower shall make the proceeds of the Loan available to:
 - (a) CDEEE under a subsidiary agreement between the Borrower and the CDEEE, under terms and conditions approved by the Bank (“CDEEE Subsidiary Agreement”); and
 - (b) INDRHI under a subsidiary agreement between the Borrower and the INDRHI, under terms and conditions approved by the Bank (“INDRHI Subsidiary Agreement”).
2. The Borrower shall exercise its rights under the CDEEE Subsidiary Agreement and INDRHI Subsidiary Agreement, in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the CDEEE Subsidiary Agreement or the INDRHI Subsidiary Agreement or any of their provisions.
3. The Borrower shall cause CDEEE and INDRHI to enter into an agreement (the Inter-Institutional Agreement”), under terms and conditions approved by the Bank, which shall include CDEEE’s and INDRHI’s obligations and responsibilities under the Project.

C. Anti-Corruption

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

D. Safeguards and Operational Considerations

1. The Borrower shall carry out the Project in accordance with the provisions of a manual (the "Operational Manual"), satisfactory to the Bank, said manual to include, *inter alia*: (a) the procedures for the carrying out, monitoring and evaluation of the Project; (b) the organizational structure of the Project (including the roles and responsibilities of CDEEE and INDRHI); (c) the Project procurement and financial management requirements and procedures; (d) standard environmental provisions to be included in the bidding documents for investments to be carried out under the Project; (e) the Project's chart of accounts and internal controls; (f) the format of: (i) the interim unaudited financial reports referred to in Section II. B.2 of Schedule 2 to this Agreement; and (ii) the Financial Statements; (g) the terms of reference for carrying out the Project audits under Section II.B.3 of Schedule 2 to this Agreement; and (h) the indicators to be used for Project monitoring and evaluation. In case of any inconsistency between any provisions of the Operational Manual and this Agreement, the provisions of this Agreement will prevail.
2. The Borrower shall:
 - (a) prepare and furnish to the Bank for its review and comments:
 - (i) an evaluation of the safety of the dams to be repaired under the Project, including their reservoir banks, associated structures, earthworks, penstocks and other waterways, and their generating plant structures and equipment used for water supply provision; and
 - (ii) an identification of the measures to be taken to address any deficiencies or potential deficiencies in their condition, or in the quality or adequacy of maintenance or methods of operation of such facilities which may endanger the safety of any of such facilities or the staff maintaining or operating them; and
 - (b) take all such necessary actions to implement identified measures under Part 2 (a) (ii) during Project implementation.
3. If required by the Bank, the Borrower shall: (a) carry out an environmental assessment of Project works in accordance with the Bank's policies; and (b) carry out preventive and/or remedial actions as recommended by such assessment, in a

manner satisfactory to the Bank (including, at the request of the Bank, with respect to works retroactively financed pursuant to Section IV.B.1(a) of this Schedule).

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 Operational Manual and agreed with the Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Bank not later than 45 days after the end of the period covered by such report.

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 for Part 3 of the Project, and shall cause INDRHI for Part 1 of the Project and CDEEE for Part 2 of the Project, to prepare and furnish to the Bank as part of the Project Report not later than forty five days after the end of each calendar quarter, interim unaudited financial reports for each part of the Project covering the quarter, in form and substance satisfactory to the Bank.
3. The Borrower shall for Part 3 of the Project, and shall cause INDRHI for Part 1 of the Project and CDEEE for Part 2 of the Project, to have the Financial Statements for each part of the Project audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than four months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-Consultant Services.** All goods, works 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.

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

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

<u>Procurement Method</u>
(a) Limited International Bidding (for contracts of goods)
(b) National Competitive Bidding with international advertisement for contracts above \$3,000,000 Dollars
(c) Shopping
(d) 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.

<u>Procurement Method</u>
(a) Least Cost Selection
(b) Quality Based Selection
(c) Selection based on Consultant's Qualifications
(d) Single Source Selection
(e) Individual Consultants
(f) Fixed Budget Selection

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of 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>	<u>Amount of the Loan Allocated (expressed in USD)</u>	<u>Percentage of Expenditures to be financed</u>
(1) (a) Works (except as provided in category 1 (b) below), goods (except as provided in category 1 (b) below), consultants services, non-consultant services and Operating Costs under Part 1 of the Project	29,350,000	100%
(1) (b) Works and goods under Part 1.1 (c) of the Project	5,000,000	100%

<u>Category</u>	<u>Amount of the Loan Allocated (expressed in USD)</u>	<u>Percentage of Expenditures to be financed</u>
(2) (a) Works (except as provided in category 2 (b) below), consultant services, non-consultant services and Operating Costs under Part 2 of the Project	14,674,000	100%
(2) (b) Works and goods (except as provided in category 2 (c) below) under Part 2.1 (c) of the Project	15,198,000	100%
(2) (c) Goods under Part 2 of the Project	4,078,000	100%
(3) (a) Works under Part 3 of the Project.	2,400,000	100%
(3) (b) Goods under Part 3 of the Project	1,100,000	100%
(4) Front-end Fee	200,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Unallocated	8,000,000	
TOTAL AMOUNT	<u>80,000,000</u>	

For the purposes of this Section, the term “Operating Costs” means the non-consultant expenditures incurred by the Borrower in connection with the daily operation of the UAFA and INDRHI for activities directly related to the Project, including, *inter alia*, maintenance of equipment and vehicles, rental of office facilities, office utilities, supplies and materials, and domestic travel and *per diem* of UAFA and INDRHI staff, which expenditures would not have been incurred absent the Project.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a)
 - (i) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$24,000,000 equivalent may be made for payments made prior to this date but on or after October 29, 2007, for Categories 1 (a), 2 (b), 1 (b), 2 (a) and 3 (a) of the table in paragraph A above; and
 - (ii) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$8,000,000 equivalent may be made for payments made prior to this date but on or after June 30, 2007, for Categories 2 (c) and 3 (b) of the table in paragraph A above; and
 - (b) for payments under Categories 1 (b) and 2 (b) of the table in paragraph A above, unless the Bank has received a satisfactory evaluation report on the safety of dams, referred to in Section I.D.2(a)(i) of Schedule 2 to the Loan Agreement.
2. The Closing Date is December 31, 2012.

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 May 15 and November 15 Beginning May 15, 2013 through November 15, 2037	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.

APPENDIX**Section I. Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “CDEEE” means *Corporación Dominicana de Empresas Eléctricas*, the Borrower’s conglomerate of electric companies, created pursuant to the Borrower’s Law No. 125-01, dated July 2001.
4. “CDEEE Subsidiary Agreement” means the agreement referred to in Section I.B.1(a) of Schedule 2 to this Agreement, pursuant to which the Borrower shall make part of the proceeds of the Loan available to CDEEE.
5. “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.
6. “CORAASAN” means *Corporación de Acueducto y Alcantarillado de Santiago*, created pursuant to the Borrower’s Law No. 582, dated April 4, 1977.
7. “EDENORTE” means *Empresa Generadora de Electricidad del Norte, S.A.*, serving the following areas of the Borrower’s territory: *Santiago, La Vega, Puerto Plata y San Francisco*.
8. “EDESUR” means *Empresa Generadora de Electricidad del Sur, S.A.*, serving the following areas of the Borrower’s territory: *Distrito Nacional, San Cristóbal, Azua, Barahona y San Juan*.
9. “EGEHID” means *Empresa de Generación Hidroeléctrica Dominicana*, created pursuant to the Borrower’s Supreme Decree No. 628, dated November 2, 2007.
10. “ETED” means *Empresa de Transmisión Eléctrica Dominicana*, created pursuant to the Borrower’s Supreme Decree No. 629, dated November 2, 2007.
11. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008).

12. “INDRHI” means *Instituto Nacional de Recursos Hidráulicos*, the Borrower’s national water institute, created pursuant to the Borrower’s Law No. 6, dated September 1965.
13. “INDRHI Subsidiary Agreement” means the agreement referred to in Section I.B.1(b) of Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Loan available to INDRHI.
14. “Inter-Institutional Agreement” means the agreement referred to in Section I.B.3 of Schedule 2 to the Loan Agreement.
15. “Operational Manual” means the manual referred to in Section I.D.1 of Schedule 2 to the Loan Agreement.
16. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
17. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated March 28, 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.
18. “UAFA” means the financial and administrative analysis unit within CDEEE.