
**LOAN NUMBER 9076-PK
CREDIT NUMBER 5498-PK
CREDIT NUMBER 5497-PK**

Loan Agreement

**(Additional Financing to Dasu Hydropower Stage I Project
For Construction of a Transmission Line)**

and amendment to the Financing Agreement

(Dasu Hydropower Stage I Project)

among

ISLAMIC REPUBLIC OF PAKISTAN

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

LOAN NUMBER 9076-PK
CREDIT NUMBER 5498-PK
CREDIT NUMBER 5497-PK

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date among ISLAMIC REPUBLIC OF PAKISTAN (“Borrower”), INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement) and amending the Original Financing Agreement (as defined in the Appendix to this Agreement).

WHEREAS:

- (A) The Borrower has caused the Project Implementing Entity, as part of its activities under the Dasu Hydropower Stage I Project, to carry out preparatory activities to the construction of the transmission line which will connect the power plant built in *Dasu*, to the grid. The Project Implementing Entity is now ready to start construction of the transmission line.
- (B) The Borrower, having satisfied itself as of the feasibility and priority of the construction of the transmission line, has requested the Bank to assist in financing part of the project described in Schedule 1 to this Agreement (the “Project”). The Borrower intends to provide, or to cause the Project Implementing Entity to provide, the counterpart funds required to complete the financing of the Project.
- (C) The Borrower and the Association would like to amend the provisions of the Original Financing Agreement.

NOW, THEREFORE, the Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. Except as otherwise indicated in Schedule 4 to this Agreement, the General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Except as otherwise indicated in Schedule 4 to this Agreement, 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 and the terms used in *italics* in this Agreement are referring to locations on the territory of the Borrower.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of seven hundred million Dollars (\$700,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the Project.
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 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 the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that the Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- 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 sixty (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 Subsidiary Agreement has been executed in accordance with the provisions of Section I.B of Schedule 2 to this Agreement;
 - (b) (i) an amendment to the WAPDA Project Agreement; and (ii) an update to the Original Project ESMP (in form and substance and following a procedure acceptable to the Bank) have been executed, in each case to reflect occupational health and safety measures documented in plans (including actions, responsibilities, standards, timeline and supervision monitoring for civil and electromechanical works contractors); and
 - (c) WAPDA has amended the supervision engineer's contract entered into pursuant to the Original Financing Agreement on the basis of terms of reference acceptable to the Bank to reflect the occupational health and safety measures in the updated Original Project ESMP.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Economic Affairs Division.

6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Economic Affairs Division
Islamabad
Pakistan; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:
92-51-910-4016Secretary@ead.gov.pk

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	PakistanCMU@worldbank.org

6.04 The Association's Address mentioned in Section 6.03 of the Original Financing Agreement remains unchanged.

ARTICLE VII — AMENDMENT TO THE ORIGINAL FINANCING AGREEMENT

7.01 The Original Financing Agreement is amended in accordance with the provisions of Schedule 4 to this Agreement.

AGREED as of the Signature Date.

ISLAMIC REPUBLIC OF PAKISTAN

By



Authorized Representative
Noor Ahmed

Name: _____

Title: Secretary

Date: 15-Oct-2020

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By



Authorized Representative

Name: Najy Benhassine

Title: Country Director, Pakistan

Date: 07-Oct-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Najy Benhassine

Title: Country Director, Pakistan

Date: 07-Oct-2020

SCHEDULE 1

Project Description

The objective of the Project is to facilitate the expansion of electricity supply of hydropower in Pakistan.

The Project consists of the following activities:

Component D: Transmission Line

1. (a) Constructing a double circuit 765kV transmission line from *Dasu* to *Islamabad*; and (b) a substation at *Mansehra*, to evacuate power from the *Dasu* hydropower plant.
2. (a) Supporting project management, remaining design for the transmission line, technical assistance, training, strategic studies, additional systems studies, analytical work, for addressing technical, construction, financial or management issues, mitigation measures, as well pilot projects and preparation of investments as agreed with the Bank; and (b) construction designs, construction supervision, contract management, activities to advise and support NTDC and increase its capacity on operational, health and safety matters, Project management, activities to increase NTDC's capacity needed with respect to the rapid expansion of the network, including training for operation and maintenance and activities designed to strengthen the policy and legal framework for the development of transmission lines and substations (including a comprehensive review of current laws and regulations, and the drafting of proposed amendments to be proposed for approval by the appropriate authorities).
3. Implementing the environmental and social measures required under Safeguard Instruments for the Project including: (a) land and property acquisition and payment of compensation; and (b) preparation of social and resettlement management plans, including revision of safeguard instruments, monitoring, training and capacity building activities.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Project Steering Committee.

The Borrower shall, throughout the implementation of the Project, maintain a project steering committee ("PSC"):

- (a) which shall be chaired by the Secretary of MoE, comprised of the Borrower's Secretaries of Ministries of Water Resources, Planning, Finance, Interior, Economic Affairs Division; the Chairman of WAPDA; the Managing Director of NTDC, the Chief Secretary and Additional Chief Secretary (Development) of KP; the Commissioners of *Hazara* Division and *Malakand* Division (*Shangla*), the Deputy Commissioners of *Upper Kohistan* District, *Lower Kohistan* District, *Shangla* District, *Battagram* District, *Mansehra* District, *Abbottabad* District and *Haripur* District in KP and Commissioner *Rawalpindi*, Deputy Commissioner *Attock*; District in *Punjab*; and the PMU's Project Director; and
- (b) which shall provide planning and strategic guidance for Project implementation, as well as facilitate inter-agency coordination.

2. Project Management Unit.

The Borrower shall, throughout the implementation of the Project, cause the Project Implementing Entity to maintain the Project Management Unit ("PMU") at all times with a mandate, composition and resources acceptable to the Bank.

B. Subsidiary Agreement.

1. To facilitate the carrying out of Component D of the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity under a subsidiary agreement between the Borrower and the Project Implementing Entity, under terms and conditions satisfactory to the Bank (the "Subsidiary Agreement"), which shall include the following:

- (a) the obligation of the Project Implementing Entity to: (i) pay to the Borrower an amount equal to the aggregate of: (A) the Front-end Fee determined by the Bank pursuant to Section 2.03 of this Agreement and Section 3.01(a) of the General Conditions; and (B) the Commitment Charge determined by the Bank pursuant to

Section 2.04 of this Agreement and Section 3.01(b) of the General Conditions; (ii) repay the proceeds of the Loan withdrawn under the Subsidiary Agreement over the period applicable to the Borrower pursuant to Section 2.07 of, and Schedule 3 to, this Agreement; (iii) repay the proceeds of the Loan in Pakistani Rupees; and (iv) pay an interest on the principal amount of the Loan withdrawn and outstanding from time to time at a rate consistent with the Borrower's relending policy and satisfactory to the Bank; and

- (b) the Borrower's right to suspend or terminate the Subsidiary Agreement, and/or accelerate the recovery of any outstanding amounts withdrawn thereunder, upon: (A) the Project Implementing Entity's failure to perform its obligations under the Subsidiary Agreement, and/or Project Agreement, as the case may be; or (B) the Bank's exercising any of the remedies under Article VI of the General Conditions, the Procurement Regulations and/or the Anti-corruption Guidelines.
2. The Borrower shall exercise its rights under the 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 Subsidiary Agreement or any of its provisions, nor consent to any assignment, amendment, abrogation or waiver by the Project Implementing Entity.

C. Environmental and Social Safeguards.

1. The Borrower shall ensure, and shall cause the Project Implementing Entity to ensure, that the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguards Instruments.
2. The Borrower shall take, and shall cause the Project Implementing Entity to take, all measures to implement the Resettlement Action Plans in a manner and timeframe satisfactory to the Bank. To this end, the Borrower shall ensure that:
- (a) sufficient funds are made available to cover all the costs of implementing the Resettlement Action Plans;
 - (b) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the Resettlement Action Plans, as applicable; and
 - (c) the implementation, monitoring and evaluation of such Resettlement Action Plans is completed and reported in a manner satisfactory to the Bank.
3. The Borrower shall ensure, and shall cause the Project Implementing Entity to ensure, that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to:

- (a) comply with the relevant aspects of Safeguard Instruments;
 - (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps;
 - (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts;
- 4. The Borrower shall ensure, and shall cause the Project Implementing Entity to ensure, all bidding documents include specifications for occupational health and safety measures prepared by the Project Implementing Entity and acceptable to the Bank; and
- 5. Except as the Bank shall otherwise agree, the Borrower shall ensure, and shall cause the Project Implementing Entity to ensure, that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement or the Project Agreement, the provisions of this Agreement or the Project Agreement shall prevail.
- 6. If during the implementation of the Project, the Bank determines that Affected Persons were:
 - (a) not included in the census survey of the Resettlement Action Plans; and
 - (b) occupying the Project area prior to the cut-off date established in said Resettlement Action Plans, the Borrower shall cause the Project Implementing Entity to update the Resettlement Action Plans to include these Affected Persons.
- 7. The Borrower shall ensure, and shall cause the Project Implementing Entity to ensure, that:
 - (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and
 - (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Bank Safeguards Policies and EHS Guidelines.

8. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall, and shall cause the Project Implementing Entity to:
- (a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank, as part of the Project Reports, and promptly in a separate report whenever the Bank may require or the circumstances warrant, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*:
 - (i) the status of implementation of the Safeguards Instruments;
 - (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and
 - (iii) corrective and preventive measures taken or required to be taken to address such conditions;
 - (b) promptly furnish to the Bank a copy of each monthly progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
 - (c) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers.
9. The Borrower shall, and shall cause the Project Implementing Entity to, maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.
10. Commencing no later than six (6) months after the commencement of the civil works under Part D.1 of the Project (or such other date acceptable to the Bank), the Borrower shall ensure that Project Implementing Entity shall undertake an audit (or independent assessment) on occupational health and safety measures at least annually (or following such other periodicity as agreed with the Bank), to be carried out by recognized experts acceptable to the Bank and that their recommendations are incorporated in updates to the occupational health and safety measures documented in plans consistent with the ESIA.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than thirty (30) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; (ii) the interest during construction; (iii) the commitment charge during construction; and (iv) interest on caps and collars, in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, consulting services, non-consulting services, Incremental Operating Costs, Training and Workshop for the Project	587,350,000	100%
(2) Land acquisition, compensation and social and resettlement costs under Part D.3.a of the Project	30,900,000	100%
(3) Front-end Fee	1,750,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(4) Financial costs during construction, including: 1. Commitment Charge; and 2. Interests	80,000,000	Amount payable pursuant to Section 2.04 of this Agreement in accordance with Section 2.07 (c) of the General Conditions Amount payable pursuant to Section 2.05 of this Agreement in accordance with Section 2.07 (c) of the General Conditions
(5) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	700,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is May 31, 2024.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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”).

Customized Amortization Repayment Schedule

The Borrower shall repay the principal amount of the Loan as follows:

Principal Payment Date	Installment Share
September 15, 2025	1%
March 15, 2026	1%
September 15, 2026	1%
March 15, 2027	1%
September 15, 2027	1%
March 15, 2028	1%
September 15, 2028	1%
March 15, 2029	1%
September 15, 2029	1%
March 15, 2030	1%
September 15, 2030	1.5%
March 15, 2032	1.5%
September 15, 2031	1.5%
March 15, 2031	1.5%
September 15, 2032	1.5%
March 15, 2033	1.5%
September 15, 2033	2%
March 15, 2034	2%
September 15, 2034	2%
March 15, 2035	2%
September 15, 2035	3%
March 15, 2036	3%
September 15, 2036	3%
March 15, 2037	3%
September 15, 2037	3%
March 15, 2038	3%
September 15, 2038	3%
March 15, 2039	4%
September 15, 2039	4%
March 15, 2040	4%
September 15, 2040	4%
March 15, 2041	4%
September 15, 2041	4%
March 15, 2042	4%

September 15, 2042	4%
March 15, 2043	4%
September 15, 2043	4%
March 15, 2044	4%
September 15, 2044	4%
March 15, 2045	4%

SCHEDULE 4

Amendment to the Original Financing Agreement

A. Definitions.

Unless the context requires otherwise, the capitalized terms used in this Schedule 4 have the meanings ascribed to them in the Original Financing Agreement.

B. Description of the Project

1. In Schedule 1 to the Original Financing Agreement, Component D of the Project, the reference to a 500kV transmission line in paragraphs 1 and 2 is replaced by a reference to a 765kV transmission line.
2. In Schedule 1 to the Original Financing Agreement, Component F.2 of the Project, the following activities are added at the end of (b):

“including activities to advise and support WAPDA and increase its capacity on operational, health and safety matters.”

C. Safeguards.

1. The following provisions are added to Section I.D of Schedule 2 to the Original Financing Agreement:

“4. Commencing no later than March 1, 2021, the Recipient shall ensure that WAPDA shall undertake an audit (or independent assessment) on occupational health and safety measures at least annually (or following such other periodicity as agreed with the Association), to be carried out by recognized experts acceptable to the Association and that their recommendations are incorporated in updates to the occupational health and safety measures documented in plans consistent with the ESMP.

5. Commencing no later than July 15, 2020, the Recipient shall ensure that WAPDA shall cause the existing civil works contractors to have updated their plans to address occupational health and safety measures to be consistent with the ESMP and to maintain and update such plans during the period of implementation of the Project, as necessary.

6. The Borrower shall ensure that WAPDA shall at all times implement safety measures to safeguard the communities, in accordance with the provisions of the ESMP.”

D. Withdrawal Period.

1. Section IV.B.3 of Schedule 2 to the Original Financing Agreement is deleted in its entirety and replaced by the following new Section IV.B.3:

“3. The Closing Date is May 31, 2024.”

APPENDIX

Definitions

1. “Affected Person” means a person or entity who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and, “Affected Persons” means more than one such Affected Person.
2. “Annual Work Plans and Budgets” means each of the rolling plans and budgets for the Project to be prepared or updated by the Project Implementing Entity, and agreed with the Bank, on an annual basis as provided for in Section I.C.1 of the Schedule to the Project Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “EHS Guidelines” means the World Bank Group Environmental, Health and Safety Guidelines published on www.ifc.org/ehsguidelines, as said guidelines are updated from time to time.
6. “Dasu” means the town of *Dasu* in *KP*, the administrative headquarters for *KP’s Upper Kohistan District*.
7. “Environmental and Social Impact Assessment” or “ESIA” means the document prepared and adopted by the Project Implementing Entity entitled “Dasu Transmission Line Project – Environmental and Social Impact Assessment (ESIA)” dated November 2019, satisfactory to the Bank, disclosed in-country, and the Bank’s website on November 22, 2019, setting out details of potential environmental and social risks, including risks of gender-based violence and sexual exploitation and abuse, and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures as said environmental and social impact assessment may be revised from time to time, with the prior written approval of the Bank.

8. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018.
9. “Incremental Operating Costs” means the incremental expenses incurred by the Project Implementing Entity on account of the management, implementation, monitoring and/or evaluation of the Project, including, but not limited to: incremental staff salaries, per diem and allowances, office rent, office supplies, utilities, conveyance, travel and boarding/lodging allowances, operating and maintenance expenditures of office equipment and vehicles, bank charges, insurance, advertising, media projections, newspaper subscriptions, periodicals, and printing and stationary costs incurred for the purposes of Project activities; but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Borrower’s civil service or the Project Implementing Entity’s regular staff.
10. “KP” means the province of *Khyber Pakhtunkhwa*, or any successor thereto.
11. “kV” means kilovolt.
12. “*Mansehra*” means the town of *Mansehra* in KP; the administrative headquarter for KP’s District of *Mansehra*.
13. “MoE” means the Borrower’s Ministry of Energy (Power Division), or any successor thereto.
14. “NTDC” means the National Transmission and Despatch Company Ltd., an electricity transmission, system operation and dispatch utility established and operating under Section 32 of the Companies Ordinance (1984) of the Islamic Republic of Pakistan and NEPRA’s license No. TL/01/2002 and registered with the Joint Registrar of Companies under certificate of incorporation No. L-09689, dated November 6, 1998.
15. “Original Financing Agreement” means the Financing Agreement entered into between International Development Association and the Borrower on August 25, 2014, for the financing of the Dasu Hydropower Stage I Project through Credits number 5497-PK and 5498-PK.
16. “Original Project” means the project defined in Schedule 1 to the Original Financing Agreement.
17. “Original Project Agreement” means the Project Agreement entered into between the Bank and the Project Implementing Entity with respect to the Original Project.
18. “Original Project ESMP” means the ESMP as defined in the Original Financing Agreement.

19. “PMU” means the Project management unit established by NTDC to manage the implementation of the Project.
20. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
21. “Project Implementing Entity” means NTDC.
22. “Project Implementing Entity’s Legislation” means NTDC’s Memorandum and Articles of Association, dated November 6, 1998, as amended to the date of this Agreement.
23. “PSC” means the Borrower’s Project steering committee under the authority of the MoE, referred to in paragraph 1 of Section I.A. of Schedule 2 to this Agreement.
24. “Resettlement Action Plan for the Substation” or “RAP/Substation” means the document entitled “765kV Manshera Grid Station – Resettlement Action Plan (RAP)” and dated November 2019 adopted by the Project Implementing Entity, satisfactory to the Bank, and disclosed on the Bank’s website on November 22, 2019, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project with respect to the Mansehra substation, as said resettlement action plan may be revised from time to time with the prior written agreement of the Bank.
25. “Resettlement Action Plan for the TL” or “RAP/TL” means the document entitled “765kV Dasu Transmission Line Project – Resettlement Action Plan (RAP)” and dated November 2019 adopted by the Project Implementing Entity, satisfactory to the Bank, and disclosed on the Bank’s website on November 22, 2019, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project with respect to the transmission line, as said resettlement action plan may be revised from time to time with the prior written agreement of the Bank.
26. “Resettlement Action Plans” means, collectively, the RAP/Substation and the RAP/TL.
27. “Safeguard Instruments” means, collectively, the Environmental and Social Impact Assessment, the Resettlement Action Plan for the TL; and the Resettlement Action Plan for the Sub-station.
28. “Safeguard Policies” means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at <https://policies.worldbank.org>.

29. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
30. “Subsidiary Agreement” means the agreement to be entered into between the Borrower and the Project Implementing Entity in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.
31. “Training and Workshops” means the reasonable costs of training, workshops and conferences required for the Project and conducted in the territory of the Borrower and, subject to the Bank’s prior approval, overseas, including training institutional and course fees, logistics expenses, rental of training facilities, purchase and publication of training materials, and travel and subsistence allowance for trainers and/or trainees.
32. “WAPDA” means Water and Power Development Authority, established and existing under the Water and Power Development Authority Act (1958), as amended from time to time.
33. “WAPDA Project Agreement” means the project agreement entered into between the Association and WAPDA with respect to the Original Project.