## **GRANT NUMBER TF095297-AF**

# **Afghanistan Reconstruction Trust Fund Grant Agreement**

(National Emergency Rural Access Project)

between

ISLAMIC REPUBLIC OF AFGHANISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION (acting as Administrator of the Afghanistan Reconstruction Trust Fund)

Dated October 20, 2009

#### **GRANT NUMBER TF095297-AF**

#### ARTF GRANT AGREEMENT

AGREEMENT dated October 20, 2009, between ISLAMIC REPUBLIC OF AFGHANISTAN (the "Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator (the "Administrator") of grant funds (the "Grant Funds") contributed by various donors (collectively the "Donors") to the Afghanistan Reconstruction Trust Fund ("ARTF"), related to the IDA-financed National Emergency Rural Access Project (Grant No. H344-AF).

The Recipient and the Administrator hereby agree as follows:

#### Article I Standard Conditions; Definitions

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated July 1, 2008 ("Standard Conditions"), 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 Standard Conditions or in this Agreement.

## Article II The Project

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (the "Project"), and the Program. To this end, the Recipient shall carry out Part A of the Project through MPW and Part B of the Project through MRRD, in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the Administrator shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

#### Article III The Grant

3.01. The Administrator agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to thirty million United States Dollars (\$30,000,000) (the "Grant") to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Administrator receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

## Article IV Recipient's Representative; Addresses

- 4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Finance.
- 4.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance Pashtunistan Watt Kabul Islamic Republic of Afghanistan

Facsimile:

93-20-210-3258

4.03. The Administrator's Address referred to in Section 7.01 of the Standard Conditions is:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Cable: Telex: Facsimile:

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

Washington, D.C. 64145 (MCI)

AGREED at Kabul, Islamic Republic of Afghanistan, as of the day and year first above written.

## ISLAMIC REPUBLIC OF AFGHANISTAN

By

/s/ Omar Zakhilwal Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION (acting as Administrator of the Afghanistan Reconstruction Trust Fund)

Ву

/s/ Mariam J. Sherman Authorized Representative

# **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to assist the Recipient in enabling the population living in its rural areas, to benefit from year-round access to basic services and facilities, through the rehabilitation and maintenance of rural access infrastructure under the Recipient's National Rural Access Program.

The Project consists of the following parts:

#### Part A: Improvement of Secondary Roads

- 1. Carrying out Road Works for the rehabilitation and reconstruction of about 153 kilometers of selected secondary rural roads.
- 2. Strengthening the capacity of MPW to coordinate and manage the implementation of Part A of the Project, including provision of consultants' services and payment of operating costs.

## Part B: Improvement of Tertiary Roads

- 1. Carrying out Road Works for the rehabilitation and reconstruction of about 72 kilometers of selected tertiary rural roads.
- 2. Strengthening the capacity of MRRD to coordinate and manage the implementation of Part B of the Project, including provision of consultants' services and payment of operating costs.

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Implementation Arrangements

#### A. Institutional Arrangements

- 1. The Recipient shall:
  - (a) maintain throughout Project implementation, the Steering Committee, whose mandate, composition and terms of reference shall be acceptable to the Administrator, to be responsible for providing overall policy guidance, strategic planning and Project oversight and for integration with other rural development programs of the Recipient. In carrying out its functions, the Steering Committee shall be assisted by the National Coordination Unit, which will, in addition to its other functions, serve as a secretariat for the Steering Committee;
  - establish and maintain throughout Project implementation, the National (b) Coordination Unit (NCU) within Ministry of Finance, whose mandate, staffing and terms of reference shall be acceptable to the Administrator, to be responsible for, inter alia: (i) coordinating the activities and funding provided by various donors for NRAP; (ii) coordinating the activities of the PIUs and other relevant line ministries and agencies involved in NRAP; (iii) monitoring and evaluating overall Project implementation and preparing consolidated quarterly progress reports for submission to the Steering Committee; (iv) ensuring steady progress of Project execution in accordance with an implementation schedule reviewed and approved by the Administrator; (v) serving as the secretariat of the Steering Committee; and (vi) monitoring the fulfillment of contract obligations by the Implementation Consultant and the Capacity Building Consultant to ensure adequate and smooth transfer of skills to national staff; and
  - (c) establish and maintain throughout Project implementation a working group chaired by NCU and composed of representatives of MPW, MRRD and other line ministries and agencies involved in rural development, as well as the Implementation Consultant and the Capacity Building Consultant, to ensure coordination and communication among all line ministries, agencies and consultants involved with the Project on the technical aspects of Project implementation.

- 2. The Recipient shall vest in MPW, responsibility for the implementation of Part A of the Project. In carrying out its functions under the Project, MPW shall be assisted by the MPW PIU, and, primarily with respect to civil works aspects of Part A, the Implementation Consultant.
- 3. The Recipient shall vest in MRRD, responsibility for the implementation of Part B of the Project. In carrying out its functions under the Project, MRRD shall be assisted by the MRRD PIU, and, primarily with respect to civil works aspects of Part B, the Implementation Consultant.
- 4. (a) The Recipient shall maintain throughout the implementation of the Project, the MRRD PIU and the MPW PIU with terms of reference, staffing and other resources appropriate for the carrying out of their functions under the Project.
  - (b) With respect to their respective Parts of the Project, the MRRD PIU and the MPW PIU shall be responsible for: (i) identification, prioritization and selection of Road Works; (ii) coordinating and supervising the implementation of Road Works; (iii) reviewing and preparing designs, cost-estimates and bills of quantities; (iv) overseeing and managing the procurement process; (v) technical and financial monitoring of contracts; (vi) monitoring and evaluation of their respective Parts of the Project; (vii) environmental and social safeguard screening of Road Works, overseeing the implementation of the ESMF, and overseeing the preparation of an EMP for each large or medium scale impact Road Work; (viii) supervising the work of the IC; (ix) financial management; (x) liaising with NCU on the implementation of their respective Parts of the Project; and (xi) preparation of reports for submission to the Administrator.
  - (c) The MPW PIU will be supported by the IC in the carrying out of key financial management and procurement functions for its respective Parts of the Project, while the MRRD PIU will be supported by the IC in carrying out civil works under Part B of the Project.

#### B. Project Implementation Manual

1. The Recipient shall no later than October 31, 2009, prepare and adopt and thereafter implement the Project in accordance with the Project Implementation Manual, which shall include a financial management sub-manual and a procurement sub-manual. The Project Implementation Manual shall set out the guidelines and procedures agreed with the Administrator for the implementation, supervision, and monitoring and evaluation of the Project, including: (i) implementation arrangements, along with the criteria, and terms and conditions, for the selection of Road Works; (ii) reporting requirements;

- (iii) monitoring and evaluation procedures; (iv) financial management and disbursement guidelines and procedures; (v) audit procedures; and (vi) procurement procedures.
- 2. Except as the Administrator shall otherwise agree, the Recipient shall not amend or waive any provision of the Project Implementation Manual if, in the opinion of the Administrator, such amendment or waiver may materially and adversely affect the implementation of the Project.

## C. Road Works

- 1. The Recipient shall ensure that:
  - (i) for Road Works under Parts A(1) and B(1) of the Project, only those that have been identified by the Recipient in accordance with criteria agreed upon by the Recipient and the Administrator and are listed in the Project Implementation Manual shall be carried out under the Project. Any Road Works that are not listed in the Project Implementation Manual but fulfill the criteria agreed upon by the Recipient and the Administrator in the Project Implementation Manual, shall be approved by the Administrator before being financed under the Project; and
  - (ii) if a Road Work under Parts A(1) and B(1) has been assessed by the relevant PIU in accordance with the ESMF to have potential large or medium scale environmental and social impacts, the relevant PIU shall prepare an Environmental Management Plan acceptable to the Administrator before the Road Work can be financed.

#### 2. The Recipient shall:

- (i) ensure that MRRD and MPW carry out each Road Work with due diligence and efficiency and in accordance with sound administrative, financial, technical and managerial standards, and maintain adequate records for the Road Work concerned;
- (ii) ensure that all goods, works, and services required for each Road Work shall be procured in accordance with the provisions of Section III of Schedule 2 to this Agreement;
- (iii) ensure that each Road Work complies with the environmental and social standards set forth in the Environmental and Social Management Framework (including the relevant Environmental Management Plan, where such is required pursuant to the terms of the Environmental and Social Management Framework); and

- (iv) ensure that: (a) all Road Works be carried out on already existing roads and bridges; (b) any land that may be required for the Road Work be made available on a voluntary basis from the community or from available government land; and (c) the proceeds of the Grant shall not be used for the purchase of land except with the prior agreement of the Administrator and in accordance with the Guidelines for Land and Asset Acquisition, Entitlements and Compensation and the Abbreviated Resettlement Framework.
- 3. The Recipient shall ensure that all Road Works be implemented in accordance with the Mine Risk-Management Procedures.

## D. Safeguards

- 1. The Recipient shall carry out the Project in accordance with the Environmental and Social Management Framework which sets out the general environmental and social policies, guidelines, codes of practice and procedures agreed with the Administrator for the carrying out of the Project, which framework includes: (i) key principles for social and environmental management of activities under the Project including resettlement, land acquisition, cultural property and natural habitats; (ii) procedures to screen and process Road Works for significant social and environmental impacts, and to assist in mitigating such impacts; (iii) procedures to ensure that these principles and procedures are properly applied; (iv) guidelines for capacity building and monitoring; and (v) mine risk-management measures and procedures.
- 2. The Recipient shall ensure that activities under Parts A and B of the Project will be implemented in accordance with the Mine Risk-Management Procedures.
- 3. Except as the Administrator shall otherwise agree, the Recipient shall not amend or waive any provision of the Environmental and Social Management Framework if, in the opinion of the Administrator, such amendment or waiver may materially and adversely affect the implementation of the Project.
- 4. The Recipient shall, throughout the implementation of the Project, maintain within the MRRD PIU and the MPW PIU, focal points for the management and oversight of environmental and social safeguard issues under their respective Parts of the Project.

#### F. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, ("Anti-Corruption Guidelines").

#### Section II. Project Monitoring, Reporting and Evaluation

#### A. Project Reports; Completion Report

- 1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Administrator not later than forty-five (45) days after the end of the period covered by such report.
  - (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
    - (i) After completion of a road, travel time of beneficiaries living along the improved road to the first available schools, health care facilities and administrative services would be reduced by 30%.
    - (ii) After completion of a road, the number of trips taken by beneficiaries living along the improved road to district centers would increase by 30%.
    - (iii) Prices of key consumption and production commodities at beneficiary villages would be within 15% of the price in the nearest town.
- 2. Notwithstanding paragraph A.1 of this Section II, the Recipient, shall prepare, under terms of reference satisfactory to the Administrator, and, no later than June 30, 2010, furnish to the Administrator for review and comment, a mid-term review report integrating results of the monitoring and evaluation activities performed under the Project including those performed under paragraph 1 of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of such 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.
- 3. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the Administrator not later than six (6) months after the Closing Date.

## B. Financial Management, Financial Reports and Audits

- 1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Administrator not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Administrator.
- 3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Administrator not later than six (6) months after the end of such period.

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

#### A. General

- 1. **Procurement and Consultant Guidelines**. All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
  - (a) Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the World Bank in May 2004 and revised in October 2006 ("Procurement Guidelines") in the case of goods and works, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006 ("Consultant Guidelines") in the case of consultants' services; and
  - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (the "Procurement Plan").
- 2. **Definitions**. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Administrator of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

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

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

Procurement Method			
(a)	National Competitive Bidding*		
(b)	Shopping		
(c)	Direct Contracting		
(d)	Community Participation**		

<sup>\*</sup>National Competitive Bidding procedures shall be subject to the following additional procedures:

- (i) Standard bidding documents approved by the Administrator shall be used.
- (ii) Invitations to bid shall be advertised in at least one (1) widely circulated national daily newspaper and bidding documents shall be made available to prospective bidders, at least twenty-eight (28) days prior to the deadline for the submission of bids.
- (iii) Bids shall not be invited on the basis of percentage premium or discount over the estimated cost.
- (iv) Bidding documents shall be made available, by mail or in person, to all who are willing to pay the required fee.
- (v) Foreign bidders shall not be precluded from bidding.
- (vi) Qualification criteria (in case pre-qualifications were not carried out) shall be stated on the bidding documents, and if a registration process is required, a foreign firm determined to be the lowest evaluated bidder shall be given reasonable opportunity of registering, without any hindrance.

- (vii) Bidders may deliver bids, at their option, either in person or by courier service or by mail.
- (viii) All bidders shall provide bid security or a bid security declaration form as indicated in the bidding documents. A bidder's bid security or the declaration form shall apply only to a specific bid.
- (ix) Bids shall be opened in public in one place preferably immediately, but no later than one hour, after the deadline for submission of bids.
- (x) Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format, and within the specified period, agreed with the Administrator.
- (xi) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior concurrence of the Administrator.
- (xii) Split award or lottery in award of contracts shall not be carried out. When two (2) or more bidders quote the same price, an investigation shall be made to determine any evidence of collusion, following which:
  (A) if collusion is determined, the parties involved shall be disqualified and the award shall then be made to the next lowest evaluated and qualified bidder; and (B) if no evidence of collusion can be confirmed, then fresh bids shall be invited after receiving the concurrence of the Administrator.
- (xiii) Contracts shall be awarded to the lowest evaluated bidders within the initial period of bid validity so that extensions are not necessary. Extension of bid validity may be sought only under exceptional circumstances.
- (xiv) Extension of bid validity shall not be allowed without the prior concurrence of the Administrator: (A) for the first request for extension if it is longer than four (4) weeks; and (B) for all subsequent requests for extensions irrespective of the period.
- (xv) Negotiations shall not be allowed with the lowest evaluated or any other bidders.
- (xvi) Re-bidding shall not be carried out without the Administrator's prior concurrence.
- (xvii) All contractors or suppliers shall provide performance security as indicated in the contract documents. A contractor's or a supplier's performance security shall apply to a specific contract under which it was furnished.

\*\*Community Participation shall be carried out in accordance with paragraph 3.17 of the Procurement Guidelines and the procedures set out in the Project Implementation Manual.

#### 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 methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method			
(a)	Quality-Based Selection		
(b)	Single-Source Selection		
(c)	Least-Cost Selection		
(d)	Selection Based on the Consultants' Qualifications		
(e)	Selection under a Fixed Budget		
(f)	Selection of Individual Consultants		

#### D. Review by the Administrator of Procurement Decisions

Except as the Administrator shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Administrator: (a) all contracts for goods and works procured on the basis of International Competitive Bidding or Direct Contracting regardless of value; (b) each contract for goods estimated to cost the equivalent of \$200,000 or more; (c) each contract for works estimated to cost the equivalent of \$500,000 or more; (d) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; (e) each contract for consultants' services provided by an individual estimated to cost the equivalent of \$50,000 or more; and (f) each contract for consultants' services procured on the basis of Single-Source Selection regardless of value. All other contracts shall be subject to Post Review by the Administrator.

#### Section IV. Withdrawal of Grant Proceeds

#### A. General

- 1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the Administrator may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World 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 Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consultants' services, training and Incremental Operating Costs* for the Project	30,000,000	100%
TOTAL AMOUNT	30,000,000	

\*For purposes of this paragraph, the term "Incremental Operating Costs" means incremental expenses incurred on account of Project implementation, support and management including the rental of office space, the operation, maintenance, rental and insurance of vehicles, fuel costs, communications supplies and charges, advertisement expenses, books and periodicals, office administration and maintenance costs, bank transaction charges, utility charges, domestic travel and per diem, and incremental salaries of MRRD and MPW staff on account of Project implementation.

#### B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed US\$10,400,000 equivalent may be made for payments made prior to this date but on or after January 1, 2009, for Eligible Expenditures under the Project.
- 2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2011.

#### Appendix

#### **Definitions**

- 1. "Abbreviated Resettlement Framework" means the Recipient's resettlement framework which sets out the policies and procedures to be followed by the Recipient in the event of resettlement in order to restore housing and provide compensation for loss of land and livelihood.
- 2. "Capacity Building Consultant" means the firm hired by the Recipient through MPW and MRRD under the IDA-financed National Emergency Rural Access Project (Grant No. H344-AF), to assist in the implementation of capacity building activities under the Project.
- 3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 4. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework document for environment and social management dated July 2007, acceptable to the Administrator, as such Environmental and Social Management Framework may be amended from time to time by agreement between the Recipient and the Administrator. Reference to the ESMF shall include any annexes or schedules thereto including the Social Inclusion Framework, Environmental Management Plan, Environmental Mitigation Measures, Guidelines for Land and Asset Acquisition, Entitlements and Compensation and Mine Risk-Management Procedures.
- 5. "Environmental Mitigation Measures" means the standard measures contained in the ESMF to guide the PIUs and contractors involved in implementing Road Works in mitigating possible environmental impacts that have been determined by a PIU to be small in scale.
- 6. "EMP" or "Environmental Management Plan" means a plan acceptable to the Administrator to be prepared by a PIU for each Road Work for which it is responsible, for the mitigation of any negative impacts on the environment that have been determined by the PIU to be large or medium in scale, in accordance with the Environmental and Social Management Framework.
- 7. "Guidelines for Land and Asset Acquisition, Entitlements and Compensation" means the guidelines set out in the ESMF for the voluntary donation or compensated contribution of land for Road Works.
- 8. "Implementation Consultant" or "IC" means the firm hired by the Recipient through MPW and MRRD under the IDA-financed National Emergency Rural Access Project (Grant No. H344-AF), to assist in implementing civil works activities under the Project as well as financial management and procurement functions.

- 9. "Mine Risk-Management Procedures" means the Procedures for Mine Risk Management set out in the ESMF, a framework document that prescribes various measures and procedures to be followed for carrying out activities under the Project that could involve, or could potentially involve, exposure or contact with mines.
- 10. "MPW" means the Recipient's Ministry of Public Works or any successor thereto.
- 11. "MPW PIU" means the Program Implementation Unit established and operating within MPW in accordance with the laws and regulations of the Recipient, for purposes of implementing Part A of the Project.
- 12. "MRRD" means the Recipient's Ministry of Rural Rehabilitation and Development or any successor thereto.
- 13. "MRRD PIU" means the Program Implementation Unit established and operating within MRRD in accordance with the laws and regulations of the Recipient, for purposes of implementing Parts B of the Project.
- 14. "National Coordination Unit" or "NCU" mean the unit established by the Recipient under the IDA-financed National Emergency Rural Access Project (Grant No. H344-AF), to be responsible for the overall coordination of activities under the Project.
- 15. "NGO" means a non-governmental organization operating pursuant to the laws of the Recipient.
- 16. "NRAP" or the "Program" means the National Rural Access Program of the Recipient adopted through Budget Decree 1385 dated May 3, 2006, which has as its aim the creation of infrastructure for the improvement of access of rural people to economic and social opportunities, healthcare services and education facilities, which program is financed in part by the Grant and the IDA-financed National Emergency Rural Access Project (Grant No. H344-AF).
- 17. "Part" means a Part of the Project as described in Schedule 1 to this Agreement.
- 18. "PIU" or "PIUs" mean collectively the MRRD PIU and the MPW PIU.
- 19. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 1, 2009, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
- 20. "Project Implementation Manual" means the Recipient's Project implementation manual to be prepared and adopted by the Recipient in accordance with Section I.B(1) of Schedule 2 to this Agreement, acceptable to the Administrator, which includes a financial management sub-manual and a procurement sub-manual, as

- such Project Implementation Manual may be amended from time to time by agreement between the Recipient and the Administrator.
- 21. "Road Work" means a road rehabilitation, reconstruction or repair scheme to be carried out by MRRD or MPW under Parts A(1) and (2) and Parts B(1) and (2) of the Project, which meets the eligibility criteria set out in the Project Implementation Manual.
- 22. "Social Inclusion Framework" means the Recipient's framework document set out in the ESMF that prescribes various measures and procedures to be followed for the mitigation of negative social impacts that may result from the implementation of the Project, and the enhancement of community participation under the Project.
- 23. "Steering Committee" means the inter-ministerial Steering Committee of the Recipient established for the Project in accordance with the laws and regulations of the Recipient and the provisions of this Agreement.