

CONFORMED COPY

CREDIT NUMBER 3024 EGT

Project Agreement

(Pollution Abatement Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NATIONAL INVESTMENT BANK

Dated February 12, 1998

CREDIT NUMBER 3024 EGT

PROJECT AGREEMENT

AGREEMENT, dated February 12, 1998, between INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) and NATIONAL INVESTMENT BANK (NIB).

WHEREAS (A) by an agreement (the Development Credit Agreement) of even date herewith between the Arab Republic of Egypt (the Borrower) and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to ten million nine hundred thousand Special Drawing Rights (SDR10,900,000), on the terms and conditions set forth in the Development Credit Agreement, but only on condition that NIB agree to undertake such obligations toward the Association as are set forth in this Agreement;

(B) by an agreement (the Subsidiary Financing Agreement) to be entered into between the Borrower and NIB, the proceeds of the Credit provided for under the Development Credit Agreement will be made available to NIB on the terms and conditions set forth in the Subsidiary Financing Agreement; and

WHEREAS NIB, in consideration of the Association's entering into the Development Credit Agreement with the Borrower, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Development Credit Agreement and in the General Conditions (as so defined) have the respective meanings therein set forth.

ARTICLE II

Execution of Part B of the Project; Management and Operations of NIB

Section 2.01. (a) NIB declares its commitment to the objectives of the Project as set forth in Schedule 2 to the Development Credit Agreement, and, to this end, shall carry out Part B of the Project and conduct its operations and affairs, in accordance with sound financial standards and practices, with qualified management and staff, and in accordance with the Statutes and the Statement of Policy.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Association shall otherwise agree, NIB shall carry out Part B of the Project in accordance with the Implementation Program set forth in Schedule 1 to this Agreement.

Section 2.02. Except as the Association shall otherwise agree, procurement of the goods and consultants' services required for Part B of the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 2 to this Agreement.

Section 2.03. NIB shall carry out the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Project Agreement and Part B of the Project.

Section 2.04. NIB shall duly perform all its obligations under the Subsidiary Financing Agreement. Except as the Association shall otherwise agree, NIB shall not take or concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Financing Agreement or any provision thereof.

Section 2.05. (a) NIB shall, at the request of the Association, exchange views with the Association with regard to the progress of Part B of the Project, the performance of its obligations under this Agreement and under the Subsidiary Financing Agreement, and other matters relating to the purposes of the Credit.

(b) NIB shall promptly inform the Association of any condition which interferes or threatens to interfere with the progress of Part B of the Project, the accomplishment of the purposes of the Credit, or the performance by NIB of its obligations under this Agreement and under the Subsidiary Financing Agreement.

ARTICLE III

Financial Covenants

Section 3.01. (a) NIB shall maintain records and accounts adequate to monitor and record the progress of Part B of the Project and to reflect in accordance with sound accounting practices the operations and financial condition of NIB.

(b) NIB shall:

(i) have its records, accounts and financial statements (balance sheets, statements of income and expenses and related statements) for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;

(ii) furnish to the Association as soon as available, but in any case not later than six months after the end of each such year: (A) certified copies of its financial statements for such year as so audited; and (B) the report of such audit by said auditors, of such

scope and in such detail as the Association requested; and

shall have reasonably

(iii) furnish to the Association such other information concerning said records, accounts and financial statements as well as the audit thereof, as the Association shall from time to time reasonably request.

ARTICLE IV

Effective Date; Termination;
Cancellation and Suspension

Section 4.01. This Agreement shall come into force and effect on the date upon which the Development Credit Agreement becomes effective.

Section 4.02. (a) This Agreement and all obligations of the Association and of NIB thereunder shall terminate on the earlier of the following two dates:

(i) the date on which the Development Credit Agreement shall terminate in accordance with its terms; or

(ii) the date 20 years after the date of this Agreement.

(b) If the Development Credit Agreement terminates in accordance with the terms thereof before the date specified in paragraph (a) (ii) of this Section, the Association shall promptly notify NIB of this event.

Section 4.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions.

ARTICLE V

Miscellaneous Provisions

Section 5.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Association:

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

Cable address:

INDEVAS
Washington, D.C.

Telex:

248423 (MCI) or
64145 (MCI)

For NIB:

National Investment Bank
18 Abdel Maguid El Rimali
Bab El Louk
Cairo
Arab Republic of Egypt

Fax:

(202) 356-2004
(202) 578-0613

Section 5.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of NIB may be taken or executed by the Chairman of the Board of NIB or such other person or persons as said Chairman shall designate in writing, and NIB shall furnish to the Association sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 5.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Khalid Ikram

Acting Regional Vice President
Middle East and North Africa

NATIONAL INVESTMENT BANK

By /s/ Zafer El-Bishry

Authorized Representative

SCHEDULE 1

Implementation Program

The provisions of this Schedule shall apply for the purposes of Section 2.01 (b) of this Agreement.

For the purposes of carrying out Part B of the Project,

1. NIB shall make available the proceeds of the Subsidiary Finance to the Apex Bank, under the Subsidiary Apex Agreement, on the conditions set forth in the Annex to this Schedule and on the following terms:

(a) the principal amount of the Apex Finance shall be the equivalent in dollars (determined as of the respective dates of [withdrawal] from the Credit Account) of the values of the currency or currencies so withdrawn on account of withdrawals under Sub loans and Sub grants; and

(b) the Apex Finance shall be (A) charged interest on the principal amount thereof withdrawn and outstanding from time to time, interest at a rate not exceeding 0.875% per annum, (B) charged a commitment fee on the principal amount thereof not withdrawn from time to time at the same rate applicable to the Credit pursuant to Section 2.04 (a) of the Development Credit Agreement, and (C) repaid over a term not exceeding 35 years, including a grace period not exceeding ten years.

2. NIB shall exercise its rights under the Subsidiary Apex Agreement in such manner as to protect the interests of the Borrower and the Association and to achieve the purposes of Part B of the Project, and, except as the Association shall otherwise agree, not assign, amend, abrogate or waive the Subsidiary Apex Agreement or any provision thereof.

The provisions of this Annex shall apply for the purposes of Paragraph 1 of Schedule 1 to this Agreement.

1. The Apex Bank shall undertake that, unless the Association shall otherwise agree:

(a) The Apex Bank shall carry out its activities under Part B of the Project and conduct its operations and affairs in accordance with sound financial standards and practices with qualified management and staff in adequate numbers and in accordance with appropriate investment and lending policies and procedures, and provide promptly as needed, the funds, facilities, services and other resources required for the purpose.

(b) the proceeds of the Apex Finance, made available to the Apex Bank out of the proceeds of the Credit allocated from time to time to Category (1) of the table set forth in paragraph 1 of Schedule 1 to the Development Credit Agreement, shall be utilized by the Apex Bank exclusively in the granting of Sub-loans to Beneficiaries, either:

(i) through the Participating Banks under Subsidiary Participating Agreements to be entered into between the Apex Bank and each such Participating Bank on terms and conditions which shall have been approved by the Association and which shall include those set forth in Attachment A to this Annex, or

(ii) directly by the Apex Bank on the terms and conditions set forth in Attachment B to this Annex; and

(c) the proceeds of the Apex Finance, made available to the Apex Bank out of the proceeds of the Credit allocated from time to time to Category (2) of the table set forth in paragraph 1 of Schedule 1 of the Development Credit Agreement, shall be utilized by the Apex Bank exclusively in the granting of Sub-grants to Beneficiaries on the terms and conditions set forth in Attachment B of this Annex.

2. The Apex Bank shall take all measures to ensure that the aggregate amount of any or all Sub-loans and Sub-grants to any one Beneficiary shall not exceed the equivalent of \$5,000,000, when added to any other amount financed or proposed to be financed by the Apex Bank or the Participating Banks out of the proceeds of the Credit and the proceeds of the Loan; provided, however, that such aggregate amount may be increased to the equivalent of \$8,000,000 in cases where the Steering Committee, referred to in paragraph 1 (a) (i) of Schedule 3 to the Development Credit Agreement, determines, and the Association agrees, that such an increase is required to finance urgent industrial pollution abatement investments to reduce high levels of toxic substances or heavy metals emissions in densely populated areas.

3. The right of the Apex Bank to the use of the proceeds of the Apex Finance shall be: (a) suspended upon failure of the Apex Bank to perform any of its obligations under the Subsidiary Apex Agreement; and (b) terminated if such right shall have been suspended pursuant to subparagraph (a) hereof for a continuous period of sixty (60) days.

4. The Apex Bank shall exercise its rights under the Subsidiary Participating Agreements in such manner as to protect its interests and the interests of the Borrower and the Association and to achieve the purposes of Part B of the Project, and, except as the Association shall otherwise agree, not assign, amend, abrogate or waive any such Agreement.

5. The Apex Bank shall coordinate and monitor the overall execution of Part B of the Project, the carrying out by the Participating Banks of their obligations pursuant to their respective Subsidiary Participating Agreement and the carrying out by Beneficiaries of their obligations pursuant to their respective agreements with the Apex Bank and the Participating Banks providing for Sub-loans, in accordance with policies and procedures satisfactory to the Association.

6. (i) The Apex Bank shall maintain records and accounts adequate to reflect, in accordance with sound accounting practices, its operations and financial condition;

(ii) have its financial statements (balance sheets, statements of income and expenses and related statements) for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association; (iii) furnish to the Association and NIB, as soon as available, but in any case not later than six (6) months after the end of each such year, certified copies of said financial statements and accounts for such year as so audited, and the report of such audit by said auditors in such scope and detail as the Association or NIB shall have reasonably requested; and (iv) furnish to the Association and NIB such other information concerning said records, accounts and financial statements, as well as the audit thereof, as the Association or NIB shall from time to time reasonably request.

Attachment A to the
Annex to Schedule 1

The provisions of this Attachment shall apply for the purposes of paragraph 1 (b) (i) of the Annex to Schedule 1 to this Agreement.

1. The principal amount to be relented out of the proceeds of the Apex Finance to a Participating Bank under its respective Subsidiary Participating Agreement shall be denominated in dollars and be the equivalent (determined as of the respective dates of withdrawal from the Credit Account) of the aggregate amount paid by the Apex Bank and utilized by such Participating Bank in the making of Sub-loans.

2. The Participating Finance shall be charged on the principal amount thereof withdrawn and outstanding from time to time, interest at a rate equal to the rate applicable to the Loan pursuant to Section 2.05 of the Loan Agreement plus a margin of not more than 0.25% per annum, as such margin may be adjusted from time to time as agreed between the Association and the Apex Bank.

3. The Participating Finance shall be repaid in accordance with an amortization schedule pursuant to which each portion thereof utilized in the making of a Sub-loan shall have a maturity calculated to conform to the amortization schedule applicable to such Sub-loan.

4. The right of a Participating Bank to the use of the proceeds of its respective Participating Finance shall be: (a) suspended upon failure of such Participating Bank to perform any of its obligations under its respective Subsidiary Participating Agreement; and (b) terminated if such right shall have been suspended pursuant to subparagraph (a) hereof for a continuous period of sixty (60) days.

5. Each respective Subsidiary Participating Agreement shall contain provisions pursuant to which each respective Participating Bank shall undertake to:

(a) carry out its activities under Part B of the Project and conduct its operations and affairs in accordance with sound financial standards and practices, with qualified management and staff in adequate numbers and in accordance with appropriate investment and lending policies and procedures, and provide, promptly as needed, the funds, facilities, services and other resources required for the purpose;

(b) (i) make Sub-loans to Beneficiaries on the terms and conditions set forth in Attachment B to the Annex to Schedule 1 to this Agreement; (ii) exercise its rights in relation to each such Sub-loan in such manner as to protect its interests and the interests of the Borrower, the Association and the Apex Bank, comply with its obligations under its respective Subsidiary Participating Agreement and achieve the purpose of Part B of the Project; (iii) not assign, amend, abrogate or waive any of its agreements providing for Sub-loans, or any provision thereof, without prior approval of the Apex Bank; and (iv) appraise Sub-projects and supervise, monitor and report on the carrying out by Beneficiaries of Sub-projects, in accordance with procedures satisfactory to the Association and the Apex Bank;

(c) (i) exchange views with, and furnish all such information to the Apex Bank, as may be reasonably requested by the Association or the Apex Bank, with regard to the progress of its activities under Part B of the Project, the performance of its obligations under its respective Subsidiary Participating Agreement, and other matters relating to the purposes of Part B of the Project; and (ii) promptly inform the Apex Bank of any condition which interferes or threatens to interfere with the progress of

its activities under its respective Subsidiary Participating Agreement; and

(d) (i) maintain records and accounts adequate to reflect, in accordance with sound accounting practices, its operations and financial condition; (ii) have its financial statements (balance sheets, statements of income and expenses and related statements) for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Apex Bank; (iii) furnish to the Apex Bank, as soon as available, but in any case not later than six (6) months after the end of each such year, certified copies of said financial statements and accounts for such year as so audited, and the report of such audit by said auditors in such scope and detail as the Association or the Apex Bank shall have reasonably requested; and (iv) furnish to the Apex Bank such other information concerning said records, accounts and financial statements, as well as the audit thereof, as the Association or the Apex Bank shall from time to time reasonably request.

Attachment B to the
Annex to Schedule 1

The provisions of this Attachment shall apply for the purposes of paragraph 1 (b) (ii) of the Annex to Schedule 1 to this Agreement and paragraph 5 (b) (i) of Attachment A of the said Annex.

1. (a) The principal amount of each Sub-loan shall be denominated and be the equivalent in dollars or in the currency of the Borrower (determined as of the date or respective dates of withdrawal from the Credit account or payment out of the Special Account) of the value of the currency or currencies so withdrawn or paid out on account of the cost of goods and services financed out of such proceeds for the Sub-project.

(b) Each Sub-loan shall be: (a) charged interest, on the principal amount thereof withdrawn and outstanding from time to time, at a rate determined by the Apex Bank or the Participating Bank making such Sub-loan in accordance with the applicable investment and lending policies and practices of the Apex Bank or the Participating Bank; and (b) made for a period determined pursuant to said policies and practices and not exceeding eight (8) years, inclusive of a grace period of up to two (2) years.

2. Sub-grants shall be made by the Apex Bank only to Beneficiaries who shall have received Sub-loans from the Apex Bank or the Participating Banks, and only for Sub-projects financed through the provision of such Sub-loans, provided, however, that: (a) the Sub-project shall have been determined by the Apex Bank, pursuant to guidelines satisfactory to the Association, to have a simple payback period of at least two (2) years; and (b) the principal amount to be made available by the Apex Bank on a grant basis for such Sub-project shall not exceed the equivalent of 25% of the principal amount or amounts of the Sub-loan or Sub-loans financed or proposed to be financed out of the proceeds of the Credit and the proceeds of the Loan by the Apex Bank and the Participating Bank; and (c) the Apex Bank may retain for its own account up to the equivalent of 0.5% out of the amount of each Sub-grant to cover the Apex Bank's costs associated with the administration of such Sub-grant.

3. No expenditures for a Sub-project shall be eligible for financing out of the proceeds of a Sub-loan or a Sub-grant unless:

(a) such Sub-project shall have been determined by the Apex Bank or the Participating Bank, on the basis of an appraisal carried out in accordance with guidelines satisfactory to the Association: (i) to be cost effective and technically feasible and in conformity with environmental guidelines, satisfactory to the Association, and with all applicable laws and regulations of the Borrower relating to health, safety and environmental protection, established pursuant to an environmental audit and confirmed as such by the Project Implementation Unit referred to in paragraph 1 (a) (ii) of Schedule 3 to the Development Credit Agreement; (ii) to have been reviewed and recommended for financing out of the proceeds of the Credit by, as the case may be, said Project Implementation Unit or by the Steering Committee referred to in paragraph 1 (a) (i) of Schedule 3 to the Development Credit Agreement; and (iii) in respect of which the Beneficiary shall have entered into the Sub-project technical implementation agreement with said Project Implementation Unit as provided in paragraph 1 (a) (ii) of Schedule 3 to the Development Credit Agreement;

(b) the Sub-loan and the Sub-grant for such Sub-Project shall have been made or approved by the Apex Bank or the Participating Bank on the basis of information comprising: (i) a description of the Beneficiary and the appraisal of the Sub-project, prepared pursuant to guidelines agreed with the Association, including a description of the expenditures proposed to be financed out of the proceeds of the Credit; (ii) the proposed terms and conditions of the Sub-loan, including the schedule of amortization of the Sub-loan; and

(c) the expenditure for such Sub-project shall, except as the Bank shall otherwise agree, have been made not earlier than one hundred twenty (120) days prior to the date on which the information referred to in subparagraph (b) hereof has been prepared by or furnished to the Apex Bank or the Participating Bank.

4. Sub-loans and Sub-grants shall be made to Beneficiaries, who each shall have established to the satisfaction of the Apex Bank or the Participating Bank, on the basis of guidelines acceptable to the Association, that:

(a) it is creditworthy and has the resources required for the efficient carrying out of its operations, including the carrying out of the Sub-project, or has obtained a guarantee, acceptable to the Apex Bank or the participating Bank, from the holding company in control of the Beneficiary's shares, guaranteeing such Beneficiary's performance and payment obligations under its respective Sub-loan and Sub-grant; and

(b) it is able and has undertaken to contribute at least 10% of the estimated cost of the Sub-project.

5. Sub-loans and Sub-grants shall each be made on terms whereby the Apex Bank or the Participating Bank shall obtain, by written contract or other appropriate means, rights adequate to protect its interest and those of the Borrower and the Association, including, as appropriate, the right to:

(a) require the Beneficiary: (i) to carry out the Sub-project (A) in accordance with such Beneficiary's Sub-project technical implementation agreement referred to in paragraph 3 (a) (iii) of this Attachment, and (B) with due diligence and efficiency and in conformity with appropriate technical, environmental, economical and financial practices; (ii) to maintain adequate records; and (iii) to provide, promptly as needed, the fund facilities and other resources required for the purpose;

(b) require that: (i) the goods and consultants' services to be financed out of the proceeds of the Credit shall be procured in accordance with the provisions of Schedule 2 to this Agreement; and (ii) such goods and services shall be used exclusively in the carrying out of the Sub-project;

(c) inspect by itself or jointly with representatives of the Association, if the Association shall so request, the goods and the sites, works, plans and construction included in the Sub-project, the operation thereof, and any relevant records and documents;

(d) require that the Beneficiary shall take out and maintain such insurance, against such risks and in such amounts, as shall be consistent with sound business practice, including such insurance to cover hazards incident to the acquisition, transportation and delivery of goods financed out of the proceeds of the Credit to the place of use or installation, any indemnity thereunder to be made payable in a currency freely usable by the Beneficiary to replace or repair such goods;

(e) require the Beneficiary to: (i) have its financial statements for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Apex Bank or the Participating Bank; and (ii) furnish to the Apex Bank or the Participating Bank, as soon as available, but in any case not later than six (6) months after the end of each such year, certified copies of its financial statements for such year as so audited, and the report of such audit by said auditors, of such scope and in such detail as the Apex Bank or the Participating Bank shall have reasonably requested;

(f) obtain all such information as the Association shall reasonably request

relating to the foregoing and to the administration, operations and financial condition of the Beneficiary and to the benefits to be derived from the Sub-project; and

(g) suspend or terminate the right of the Beneficiary to the use of the proceeds of the Sub-loan and the Sub-grant upon failure by such Beneficiary to perform its obligations under its contract with the Apex Bank or the Participating Bank, and, in respect of the Sub-grant, convert the Sub-grant into a Sub-loan upon such suspension or termination.

SCHEDULE 2

Procurement and Consultants' Services

Section I. Procurement of Goods

Part A: General

Goods shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 and revised in January and August 1996 (the Guidelines) and the following provisions of this Section, as applicable.

Part B: International Competitive Bidding

1. Except as otherwise provided in Part C of this Section, goods shall be procured under contracts awarded in accordance with the provisions of Section II of the Guidelines and paragraph 5 of Appendix 1 thereto.

2. The following shall apply to goods to be procured under contracts awarded in accordance with the provision of paragraph 1 of this Part B:

(a) Preference for Domestically Manufacture Goods

The provisions of paragraphs 2.54 and 2.55 of the Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Borrower.

Part C: Other Procurement Procedures

1. Limited International Bidding

Goods to be procured by purchasers required to follow the Borrower's public procurement procedures, which the Association agrees can only be purchased from a limited number of suppliers, may be procured under contracts awarded in accordance with the provisions of paragraph 3.2 of the Guidelines.

2. International Shopping

Goods to be procured by purchasers required to follow the Borrower's public procurement procedures, estimated to cost \$200,000 equivalent or less per contract, up to an aggregate amount not to exceed \$800,000 equivalent, may be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

3. National Shopping

Goods to be procured by purchasers required to follow the Borrower's public procurement procedures, estimated to cost \$100,000 equivalent or less per contract, up to an aggregate amount not to exceed \$400,000 equivalent, may be procured under contracts awarded on the basis of national shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

4. Commercial Practice

Goods to be procured by purchasers not required to follow the Borrower's public procurement procedures, estimated to cost \$5,000,000 equivalent or less per contract, may be procured in accordance with the normal commercial practices of such purchasers

at a reasonable price, account being taken also of other relevant factors such as time of delivery and efficiency and reliability of goods and availability of maintenance facilities and spare parts therefor.

Part D: Review by the Association of Procurement Decisions

1. Prior Review

With respect to each contract for goods estimated to cost the equivalent of \$5,000,000 or more, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

2. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of Consultants

Part A: General

Consultants' services shall be procured in accordance with the provisions of the Introduction and Section IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in January 1997 (the Consultant Guidelines) and the following provisions of Section II of this Schedule.

Part B: Procedures for the Selection of Consultants

1. Selection Under a Fixed Budget

Except as provided in paragraphs of this Part B, consultants' services shall be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.5 of the Consultant Guidelines.

2. Individual Consultants

Consultants' services that meet the requirements set forth in paragraph 5.01 of the Consultant Guidelines shall be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.1 through 5.3 of the Consultant Guidelines.

Part D: Review by the Association of the Selection of Consultants

1. Prior Review

(a) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of \$100,000 or more, the procedures set forth in paragraphs 1, 2 and (other than the third subparagraph of paragraph 2(a)) and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(b) With respect to each contract for the employment of individual consultants estimated to cost the equivalent of \$50,000 or more, the qualifications, experience, terms of reference and terms of employment of the consultants shall be furnished to the Association for its prior review and approval. The contract shall be awarded only after the said approval shall have been given.

2. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Consultant Guidelines shall apply.

