

CONFORMED COPY

LOAN NUMBER 3293 ES

(Structural Adjustment Loan)

between

REPUBLIC OF EL SALVADOR

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated March 12, 1991

LOAN NUMBER 3293 ES

LOAN AGREEMENT

AGREEMENT, dated March 12, 1991, between REPUBLIC OF EL SALVADOR (the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS (A) the Bank has received a letter dated January 11, 1991, from the Borrower describing a program of actions, objectives and policies designed to achieve structural adjustment of the Borrower's economy (hereinafter called the Program), declaring the Borrower's commitment to the execution of the Program, and requesting assistance from the Bank in the financing of urgently needed imports required during such execution; and

(B) on the basis, inter alia, of the foregoing, the Bank has decided in support of the Program to provide such assistance to the Borrower by making the Loan in three Tranches (as hereinafter defined) as hereinafter provided;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Loan and Guarantee Agreements" of the Bank, dated January 1, 1985, with the modifications thereto set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) Section 2.01, paragraph 11, shall be modified to read:

"'Project' means the imports and other activities that may be financed out of the proceeds of the Loan pursuant to the provisions of Schedule 1 to the Loan Agreement.";

(b) Section 9.07 (c) shall be modified to read:

"(c) Not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Bank, the Borrower shall prepare and furnish to the Bank a report, of such scope and in such detail as the Bank shall reasonably request, on the execution of the program referred to in the Preamble to the Loan Agreement, the performance by the Borrower and the Bank of their respective obligations under the Loan Agreement and the accomplishment of the purposes of the Loan."; and

(c) The last sentence of Section 3.02 is deleted.

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

(a) "BH" means the Banco Hipotecario de El Salvador, the Mortgage Bank of the Borrower;

(b) "BFA" means the Banco de Fomento Agropecuario, the Agricultural Development Bank of the Borrower;

(c) "C" and "Colones" mean a unit of the currency of the Borrower;

(d) "Central Bank" means Banco Central de Reserva de El Salvador, the Central Bank of the Borrower;

(e) "Comprehensive Program Document" or "CPD" means the document presented to the Bank by the Borrower, dated December 17, 1990, entitled "Documentos presentados por el Gobierno de El Salvador al Banco Mundial";

(f) "Consolidated Budget" means the Borrower's ordinary and extraordinary budgets;

(g) "First Tranche" means a Tranche (as such term is hereinafter defined) not exceeding the equivalent of \$25,000,000 to be released by the Bank on or after the Effective Date;

(h) "INAZUCAR" means the Instituto Nacional del Azucar, the National Sugar Institute of the Borrower;

(i) "INCAFE" means the Instituto Nacional del Cafe, the National Coffee Institute of the Borrower;

(j) "IRA" means the Instituto Regulador de Abastecimientos, the Food Supply Regulating Institute of the Borrower;

(k) "Legislative Assembly" means the legislative organ of the Borrower;

(l) "Ministerio de Hacienda" means the Borrower's Ministry of Finance;

(m) "Nationalized Banks" means the Borrower's following banks: Banco Cuscatlan; Banco Agricola Comercial; Banco de Comercio; Banco Salvadoreno; Banco de Desarrollo e Inversion; Banco Financiero; Banco Capitalizador; Banco Mercantil; and Banco de Credito Popular;

(n) "Net Sales Tax" means the tax to be introduced by the Borrower, to replace the stamp tax, the nature of which has been agreed with the Bank;

(o) "Net Sales Tax Program" means the Borrower's program, satisfactory to the Bank, for purposes of introducing the Net Sales Tax as such program is defined in pages 111 to 162, Chapter 2, Annex 6 of the CPD;

(p) "Savings & Loans Associations" means all of the nationalized savings and loans associations of the Borrower, being: CASA; Ahorromet; Credisa; Atlacatl; Crece; Aprisa; and Central de Ahorros;

(q) "SSF" means Superintendencia del Sistema Financiero, the Borrower's Superintendency of the Financial System;

(r) "SSF Rehabilitation Plan" means the Borrower's plan, satisfactory to the Bank, for the rehabilitation of SSF as such plan is defined in pages 271 to 309, Chapter 4 of the CPD, entitled "Plan de Accion para el Fortalecimiento y Privatizacion del Sistema Financiero Salvadoreno";

(s) "Second Tranche" means a Tranche (as such term is hereinafter defined) not exceeding the equivalent of \$25,000,000 to be released by the Bank upon compliance by the Borrower of the conditions set forth in paragraph (a) of Schedule 4 to this Agreement;

(t) "SITC" means the Standard International Trade Classification, Revision 3 (SITC, Rev. 3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986);

(u) "Tax Enforcement Program" means the Borrower's program, satisfactory to the Bank, for purposes of improving tax enforcement and increasing the number of registered tax payers, as such program is defined in pages 79 to 88, Chapter 2 of the CPD;

(v) "Third Tranche" means a Tranche (as such term is hereinafter defined) not exceeding the equivalent of \$25,000,000 to be released by the Bank upon compliance by the Borrower of the conditions set forth in paragraph (b) of Schedule 4 to this Agreement; and

(w) "Tranche" means a portion of the Loan to be made available by the Bank to the Borrower on or after the Effective Date of the First Tranche and upon the compliance of the actions described in Schedule 4 to this Agreement for the Second and Third Tranches.

ARTICLE II

The Loan

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Loan Agreement, various currencies that shall have an aggregate value equivalent to the amount of seventy-five million dollars (\$75,000,000), being the sum of withdrawals of the proceeds of the Loan, with each withdrawal valued by the Bank as of the date of such withdrawal.

Section 2.02. The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 1993, or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

Section 2.04. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Loan not withdrawn from time to time.

Section 2.05. (a) The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time, at a rate for each Interest Period equal to the Cost of Qualified Borrowings determined in respect of the preceding Semester, plus one-half of one percent (1/2 of 1%). On each of the dates specified in Section 2.06 of this Agreement, the Borrower shall pay interest accrued on the principal amount outstanding during the preceding Interest Period, calculated at the rate applicable during such Interest Period.

(b) As soon as practicable after the end of each Semester, the Bank shall notify the Borrower of the Cost of Qualified Borrowings determined in respect of such Semester.

(c) For the purposes of this Section:

(i) "Interest Period" means a six-month period ending on the date immediately preceding each date specified in Section 2.06 of this Agreement, beginning with the Interest Period in which this Agreement is signed.

(ii) "Cost of Qualified Borrowings" means the cost, as reasonably determined by the Bank and expressed as a percentage per annum, of the outstanding borrowings of the Bank drawn down after June 30, 1982, excluding such borrowings or portions thereof as the Bank has allocated to fund: (A) the Bank's investments; and (B) loans which may be made by the Bank after July 1, 1989 bearing interest rates determined otherwise than as provided in paragraph (a) of this Section.

(iii) "Semester" means the first six months or the second six months of a calendar year.

(d) On such date as the Bank may specify by no less than six months' notice to the Borrower, paragraphs (a), (b) and (c) (iii) of this Section shall be amended to read as follows:

"(a) The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time, at a rate for each Quarter equal to the Cost of Qualified Borrowings determined in respect of the preceding Quarter, plus one-half of one percent (1/2 of 1%). On each of the dates specified in Section 2.06 of this Agreement, the Borrower shall pay interest accrued on the principal amount outstanding during the preceding Interest Period, calculated at the rates applicable during such Interest Period."

"(b) As soon as practicable after the end of each Quarter, the Bank shall notify the Borrower of the Cost of Qualified Borrowings determined in respect of such Quarter."

"(c) (iii) 'Quarter' means a three-month period commencing on January 1, April 1, July 1 or October 1 in a calendar year."

Section 2.06. Interest and other charges shall be payable semiannually on April 15 and October 15 in each year.

Section 2.07. The Borrower shall repay the principal amount of the Loan in accordance with the amortization schedule set forth in

Schedule 2 to this Agreement.

Section 2.08. (a) The President of the Central Bank is designated as representative of the Borrower for the purposes of taking any action required or permitted to be taken under the provisions of Section 2.02 of this Agreement and Article V of the General Conditions.

(b) Without limitation or restriction to the foregoing, the Borrower hereby entrusts the Central Bank with responsibility for the preparation of withdrawal applications under the Loan and for the collection of the documents and other evidence to be furnished to the Bank in support of such applications; such withdrawal applications shall, to the extent practicable be consolidated so as to apply for withdrawal of aggregate amounts of not less than \$250,000 equivalent.

ARTICLE III

Particular Covenants

Section 3.01. (a) The Borrower and the Bank shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program and the actions specified in Schedule 4 to this Agreement.

(b) Prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request.

Section 3.02. Except as the Bank shall otherwise agree, procurement of the goods and services to be financed out of the proceeds of the Loan shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. (a) The Borrower shall maintain or cause to be maintained separate records and accounts adequate to reflect in accordance with consistently maintained sound accounting practices the expenditures financed out of the proceeds of the Loan.

(b) The Borrower shall:

- (i) have the records and accounts referred to in paragraph (a) of this Section audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Bank;
- (ii) furnish to the Bank as soon as available, but in any case not later than ninety days after the last withdrawal from the Loan Account has been made under each of the First, Second and Third Tranches, a certified copy of the report of the respective audit by said auditors, of such scope and in such detail as the Bank shall have reasonably requested; and
- (iii) furnish to the Bank such other information concerning said records and accounts and the audit thereof as the Bank shall from time to time reasonably request.

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

- (i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;
- (ii) retain, until at least one year after the Bank

has received the audit report for the period in which the last withdrawal from the Loan Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

- (iii) enable the Bank's representatives to examine such records; and
- (iv) ensure that such records and accounts are included in each of the audits referred to in paragraph (b) of this Section and that the report of each audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

ARTICLE IV

Additional Event of Suspension

Section 4.01. Pursuant to Section 6.02 (k) of the General Conditions, the following additional event is specified, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out.

ARTICLE V

Termination

Section 5.01. The date June 10, 1991 is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE VI

Representative of the Borrower; Addresses

Section 6.01. Except as provided in Section 2.08 (a) of this Agreement, the Ministro de Planificacion y Coordinacion del Desarrollo Economico y Social of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

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

For the Borrower:

Ministerio de Planificacion y Coordinacion
del Desarrollo Economico y Social
Avenida Los Diplomaticos y Calle Mexico,
Barrio San Jacinto, Casa Presidencial
San Salvador
El Salvador, C.A.

Cable address:

Telex:

MIPLAN
Casa Presidencial
San Salvador,
El Salvador

301 30309

For the Bank:

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

Cable address:

Telex:

INTBAFRAD
Washington, D.C.

197688 (TRT)
248423 (RCA)
64145 (WUI) or
82987 (FTCC)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF EL SALVADOR

By /s/ Mirna Lievano de Marques
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Shahid Husain
Regional Vice President
Latin America and the Caribbean

SCHEDULE 1

Withdrawal of the Proceeds of the Loan

1. Subject to the provisions set forth or referred to in this Schedule, the proceeds of the Loan may be withdrawn from the Loan Account for expenditures made (or, if the Bank shall so agree, to be made) in respect of: (i) the reasonable cost of goods required during the execution of the Program and to be financed out of such proceeds; and (ii) the total costs of consulting services for assisting the Borrower in the processing and verification of documentation supporting withdrawal applications under this Loan, provided that the cost of such services shall not exceed an aggregate amount equivalent to \$30,000.

2. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:

(a) expenditures for goods included in the following SITC groups or sub-groups, or any successor groups or sub-groups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Items
112	-	Alcoholic beverages
121	-	Tobacco, unmanufactured, tobacco refuse
122	-	Tobacco, manufactured (whether or not containing tobacco substitutes)
525	-	Radioactive and associated materials
667	-	Pearls, precious and semi-precious stones, unworked or worked
718	718.7	Nuclear reactors, and parts

Group	Sub-group	Description of Items
		thereof, fuel elements (cartridges), non-irradiated for nuclear reactors
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971	-	Gold, non-monetary (excluding gold ores and concentrates)

(b) expenditures in the currency of the Borrower or for goods supplied from the territory of the Borrower;

(c) payments made for expenditures prior to the date of this Agreement, except that withdrawals in an aggregate amount not exceeding the equivalent of \$15,000,000 may be made from the First Tranche on account of payments made for such expenditures before that date but after December 1, 1990;

(d) expenditures for goods procured under contracts costing less than \$15,000 equivalent;

(e) expenditures for goods supplied under a contract which any national or international financing institution or agency other than the Bank shall have financed or agreed to finance; and

(f) expenditures for goods intended for a military or para-military purpose or for luxury consumption.

3. Withdrawals for expenditures under contracts for the procurement of goods estimated to cost less than \$1,000,000 may be permitted by the Bank upon the basis of statements of expenditure under such terms and conditions as the Bank shall specify.

4. No withdrawal shall be made and no commitment shall be entered into to pay amounts to or on the order of the Borrower in respect of expenditures to be financed out of the proceeds of the Loan after the aggregate of the proceeds of the Loan withdrawn from the Loan Account and the total amount of such commitments shall have reached:

(a) the equivalent of \$25,000,000, unless the Bank shall be satisfied, after an exchange of views as described in Section 3.01 of this Agreement based on evidence satisfactory to the Bank: (i) with the progress achieved by the Borrower in the carrying out of the Program; and (ii) that the actions related to the release of the Second Tranche described in paragraph (a) of Schedule 4 to this Agreement have been taken in form and substance satisfactory to the Bank; and

(b) the equivalent of \$50,000,000, unless the Bank shall be satisfied, after an exchange of views as described in Section 3.01 of this Agreement based on evidence satisfactory to the Bank: (i) with the progress achieved by the Borrower in the carrying out of the Program; and (ii) that the actions related to the release of the Second Tranche and the Third Tranche described in paragraphs (a) and (b) of Schedule 4 to this Agreement have been taken in form and substance satisfactory to the Bank.

5. If, after the exchange of views described in paragraph 4 (a) or 4 (b) above, the Bank shall have given notice to the Borrower that the progress achieved and actions taken are not satisfactory and, within 90 days after such notice, the Borrower shall not have achieved progress and taken actions in form and substance satisfactory to the Bank, then the Bank may, by notice to the Borrower, cancel the unwithdrawn amount of the Loan or any part thereof.

Amortization Schedule

Date Payment Due	Payment of Principal (expressed in dollars)*
October 15, 1996	1,370,000
April 15, 1997	1,420,000
October 15, 1997	1,475,000
April 15, 1998	1,535,000
October 15, 1998	1,595,000
April 15, 1999	1,655,000
October 15, 1999	1,720,000
April 15, 2000	1,785,000
October 15, 2000	1,855,000
April 15, 2001	1,925,000
October 15, 2001	2,000,000
April 15, 2002	2,075,000
October 15, 2002	2,155,000
April 15, 2003	2,240,000
October 15, 2003	2,325,000
April 15, 2004	2,415,000
October 15, 2004	2,510,000
April 15, 2005	2,605,000
October 15, 2005	2,705,000
April 15, 2006	2,810,000
October 15, 2006	2,920,000
April 15, 2007	3,030,000
October 15, 2007	3,150,000
April 15, 2008	3,270,000
October 15, 2008	3,395,000
April 15, 2009	3,530,000
October 15, 2009	3,665,000
April 15, 2010	3,805,000
October 15, 2010	3,955,000
April 15, 2011	4,105,000

* The figures in this column represent dollar equivalents determined as of the respective dates of withdrawal. See General Conditions, Sections 3.04 and 4.03.

Premiums on Prepayment

Pursuant to Section 3.04 (b) of the General Conditions, the premium payable on the principal amount of any maturity of the Loan to be prepaid shall be the percentage specified for the applicable time of prepayment below:

Time of Prepayment	Premium
	The interest rate (expressed as a percentage per annum) applicable to the Loan on the day of prepayment multiplied by:
Not more than three years before maturity	0.15
More than three years but not more than six years before maturity	0.30
More than six years but not more than eleven years before maturity	0.55
More than eleven years but not more than sixteen years before maturity	0.80

More than sixteen years but not more than eighteen years before maturity 0.90

More than eighteen years before maturity 1.00

SCHEDULE 3
Procurement

1. Contracts for the procurement of goods estimated to cost the equivalent of \$3,000,000 or more each shall be awarded through international competitive bidding in accordance with procedures consistent with those set forth in Sections I and II of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 1985 (the Guidelines), subject to the following modifications:

(a) Paragraph 2.8 of the Guidelines is deleted and the following is substituted therefor:

"2.8 Notification and Advertising

The international community should be notified in a timely manner of the opportunity to bid. This will be done by advertising invitations to apply for inclusion in a bidder's invitation list, to apply for prequalification, or to bid; such advertisements should be placed in at least one newspaper of general circulation in the Borrower's country and, in addition, in at least one of the following forms:

- (i) a notice in the United Nations publication, Development Business; or
- (ii) an advertisement in a newspaper, periodical or technical journal of wide international circulation; or
- (iii) a notice to local representatives of countries and territories referred to in the Guidelines, that are potential suppliers of the goods required."

(b) The following is added at the end of paragraph 2.21 of the Guidelines:

"As a further alternative, bidding documents may require the bidder to state the bid price in a single currency widely used in international trade and specified in the bidding documents."

(c) Paragraphs 2.55 and 2.56 of the Guidelines are deleted.
2. Contracts for the procurement of goods estimated to cost the equivalent of less than \$3,000,000 shall be awarded:

(a) by purchasers required to follow the Borrower's public procurement procedures for the importation of goods, on the basis of such procedures, provided that such procedures shall have been found acceptable by the Bank;

(b) by other purchasers, in accordance with established commercial practice.

(c) by any purchasers, for the supply of commodities, on the basis of evaluation and comparison of quotations obtained from more than one supplier.

3. With respect to each contract referred to in paragraph 1 of this Schedule, the Borrower shall furnish to the Bank, prior to the submission to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract, two conformed copies of such contract, together with the analysis of the

respective bids and recommendations for award, a description of the advertising and tendering procedures followed and such other information as the Bank shall reasonably request.

4. With respect to each contract referred to in paragraph 2 of this Schedule, the Borrower shall furnish to the Bank, prior to the submission to the Bank of the first application for withdrawal of funds from the Loan Account in respect thereof, such documentation and information as the Bank may reasonably request to support withdrawal applications in respect of such contract.

5. The provisions of the preceding paragraph 4 of this Schedule shall not apply to contracts on account of which the Bank has authorized withdrawals from the Loan Account on the basis of statements of expenditure.

6. In order to assist the Borrower in the processing or verification of documentation supporting withdrawal applications under the Loan, the Borrower shall employ consultants whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Bank. Such consultants shall be selected in accordance with the principles and procedures satisfactory to the Bank on the basis of the "Guidelines for the Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency" published by the Bank in August 1981.

SCHEDULE 4

Actions Referred to in Paragraph 4 (a)(ii) and (b)(ii) of Schedule 1 to this Agreement

(a) With relation to the Release of the Second Tranche:

1. The Borrower shall have made progress in adjusting import tariffs in accordance with the timetable set forth in the Program, and shall have eliminated its import tariff exemptions for autonomous public sector institutions, except as agreed between the Borrower and the Bank.
2. The Borrower shall have made progress in the implementation of its Net Sales Tax Program and Tax Enforcement Program.
3. The Borrower shall have: (i) made an official public announcement that, by no later than January 1993, all commercial bank interest rates shall cease to be controlled; (ii) eliminated interest rate controls over commercial bank loans and deposits with maturities of more than twelve months; and (iii) set all Central Bank rediscount rates on short-term credit lines (excluding those credit lines financed by foreign assistance loans or grants with specific provisions for on-lending at preferential rates) at a uniform rate not less than the prevailing market rate applicable to 180 day commercial bank deposits.
4. The Borrower shall have: (i) brought to the market for sale at least two Nationalized Banks; (ii) made progress in the implementation of the SSF rehabilitation plan; and (iii) adopted an action plan for the recapitalization and privatization of the Savings and Loans Associations and the BH.
5. The Borrower shall have placed IRA's assets on the market for sale and adopted action plans for the divestiture of: (i) INAZUCAR's assets; (ii) INCAFE's assets; and (iii) the marketing activities of BFA.
6. The Borrower and the Bank shall have agreed on the 1992 fiscal budgetary allocations for the social sectors.

(b) With relation to the Release of the Third Tranche:

1. The Borrower shall have eliminated all import and export permit requirements excluding those previously agreed between the Borrower and the Bank, and as such exclusions are contained and

specified in pages 18 to 25, of the CPD.

2. The Borrower shall have put into effect the Net Sales Tax.

3. The Borrower shall have submitted the Consolidated Budget for fiscal year 1993 to its Legislative Assembly.

4. The Borrower shall have eliminated interest rate controls on commercial bank deposits with maturities of more than 180 days.

5. The Borrower shall have:

- (i) commenced the implementation of the action plan referred to in paragraph (a) 4 (iii) of this Schedule;
- (ii) ceased to hold a controlling shareholding in at least one Nationalized Bank; and
- (iii) commenced the implementation of the action plans referred to in paragraph (a) 5 of this Schedule.

6. The Borrower shall have: (i) expanded the coverage of its nutritional programs, namely, the program to distribute nutritionally fortified cookies in schools and the program to distribute weaning formula through its health posts based on the results of pilot projects, in a manner satisfactory to the Bank, undertaken by the Borrower; and (ii) commenced the implementation of a pilot project, satisfactory to the Bank, to distribute food coupons to the poor.

