

CONFORMED COPY

GRANT NUMBER H339-NEP

Financing Agreement

(Road Sector Development Project)

between

NEPAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 31, 2008

GRANT NUMBER H339-NEP

FINANCING AGREEMENT

AGREEMENT, dated January 31, 2008, entered into between NEPAL (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II - FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to twenty-seven million eight hundred thousand Special Drawing Rights (SDR 27,800,000) (“Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are March 15 and September 15 in each year.
- 2.05. The Payment Currency is Dollars.

ARTICLE III - PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Department of Roads (DOR) in accordance with the provisions of Article IV of the General Conditions.

- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV - REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that an event has occurred which makes it improbable that any part of the Priority Investment Plan that relates to the activities financed or to be financed under the Project will be carried out.

ARTICLE V - TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the Secretary, Ministry of Finance.
- 6.02. The Recipient's Address is:

Ministry of Finance
Government of Nepal
Singha Durbar
Kathmandu
Nepal

Facsimile:

(977-1) 4211-164

6.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Kathmandu, Nepal, as of the day and year first above written.

NEPAL

By /s/ Vidyadhar Mallik

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Susan G. Goldmark

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is for residents of the Beneficiary Districts to have all-season road access, thereby reducing travel time and improving access to economic centers and social services.

The Project consists of the following parts:

Part 1: Road Development

- A. Upgrading about 297 km of existing dry-season roads and tracks to all-season standard with sealed gravel pavements.
- B. Carrying out periodic maintenance of about 450 km of the strategic highway and feeder road network.
- C. Carrying out road safety audits to identify black spots in the strategic road network and carrying out road safety physical works to improve the black spots.
- D. Carrying out a program of compensation, resettlement and rehabilitation of Displaced Persons.

Part 2: Institutional Strengthening and Project Implementation Support

Strengthening the institutional capacity of, and providing support to, DOR, the Roads Board Nepal (RBN) and the Ministry of Physical Planning and Works (MOPPW) through:

- (i) the provision of technical assistance and training to the Road Sector Skills Development Unit of DOR to update its policy and to strengthen its training programs;
- (ii) the provision of technical assistance and training to the Geo-Environment and Social Unit of DOR to carry out geo-technical, environmental and social studies, to monitor compliance with environmental management action plans, resettlement action plans, social action plans, social awareness programs for HIV/AIDS and to prepare standards and guidelines for those fields;
- (iii) the upgrading of DOR field unit information technology (IT) assets and connectivity to effectively support asset management, project management, financial management, procurement management and

general administration, monitoring and management information system (MIS) functions;

- (iv) the integration and loading of existing roads databases and geographic information system (GIS) capabilities into a comprehensive networked road asset management system;
- (v) the undertaking of activities to improve road transport safety, including the assessment of policies and institutional capacity for road transport safety, preparation of a national road safety strategy and action plan, preparation of educational materials and carrying out of an awareness program for road users;
- (vi) the provision of technical assistance and training to the Central Road Laboratory Unit of DOR to improve the quality assurance system for road works and to monitor quality compliance;
- (vii) the provision of technical assistance and training to the Mechanical Training Center of DOR to assist with its commercialization and mechanical training;
- (viii) the provision of technical assistance and training to RBN to improve its organizational capacity to manage the Road Fund efficiently, to allocate resources effectively, to monitor Road Fund disbursements and to maintain an objective advocacy for the maintenance resource needs of the road sector;
- (ix) the undertaking of technical audits of the civil works carried out under the Project;
- (x) the provision of Project implementation support, including provision of vehicles for field implementation monitoring and equipment for logistical support; and
- (xi) the undertaking of pre-investment studies for the preparation of a follow-up project in the road sector.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Project Coordination Team (PCT); Project Management Units (PMUs)

1. The Recipient shall maintain the PCT within the Foreign Cooperation Branch of DOR with an adequate number of key professionals with skills, qualifications, experience and terms of reference satisfactory to the Association, including without limitation: (i) one Program Coordinator (Deputy Director General of the Foreign Cooperation Branch, DOR); (ii) two Coordinators (one of whom to be also designated as Procurement Coordinator); (iii) two engineers; (iv) one Accounts Officer; (v) two accountants; and (vi) one computer expert.
2. The Recipient shall maintain each PMU with an adequate number of key professionals with skills, qualifications, experience and terms of reference satisfactory to the Association, including without limitation: a Project-in-Charge (Senior Divisional Engineer).
3. The Recipient shall ensure that the key staff in the PCT and PMUs listed in Paragraphs 1 and 2 of this Part A are not transferred to other positions during the period of Project implementation (and in the case of the Accounts Officer of the PCT, until six (6) months following the Closing Date or until the submission of the final audited Financial Statements to the Association pursuant to Part B of Section II of Schedule 2 to this Agreement, whichever occurs later), except with prior notice to the Association and as required by the applicable laws of the Recipient.

B. Selection of Roads to be Financed under the Project

The Recipient shall select the roads to be financed under the Project: (i) from the roads identified in the Priority Investment Plan; and (ii) with the prior agreement of the Association.

C. Environmental and Social Management Framework

1. The Recipient shall: (i) implement the Environmental and Social Management Framework in accordance with the objectives, policies, procedures, time schedules and other provisions set forth therein (including any Environmental Management Action Plan (EMAP) and other environmental and social management plans prepared in accordance with such Framework); and (ii) not take any action which would prevent or interfere with such implementation.

2. The Recipient shall ensure that all civil works contracts, bid documents and bills of quantities for the roads financed under the Project will include the environmental mitigation measures set forth in, or contemplated by, the Environmental and Social Management Framework (including any EMAP prepared in accordance with such Framework).
3. Whenever it is determined that any road improvement subproject under the Project gives rise to land acquisition or change of land use, resettlement of persons, or loss or displacement of assets, infrastructures or economic activities, or other event that would require preparation of a subproject resettlement action plan or a similar plan under the Environmental and Social Management Framework, the Recipient shall: (i) sufficiently in advance of the commencement of any works that would give rise to such event, prepare such subproject resettlement action plan or similar plan, as applicable, in accordance with the Resettlement Policy Framework (RPF) and other applicable provisions contained in the Environmental and Social Management Framework and submit it to the Association for review and approval; and (ii) thereafter implement such plan and other applicable provisions of the Environmental and Social Management Framework (including the RPF) in a manner and with a timetable satisfactory to the Association.
4. Whenever it is determined that any road improvement subproject under the Project gives rise to an adverse impact on indigenous groups, ethnic minorities or other vulnerable groups that would require preparation of a subproject vulnerable community development plan or a similar plan under the Environmental and Social Management Framework, the Recipient shall: (i) sufficiently in advance of the commencement of any works that would give rise to such impact, prepare such subproject vulnerable community development plan or similar plan, as applicable, in accordance with the Vulnerable Community Development Framework (VCDF) and other applicable provisions contained in the Environmental and Social Management Framework and submit it to the Association for review and approval; and (ii) thereafter implement such plan and other applicable provisions of the Environmental and Social Management Framework (including the VCDF) in a manner and with a timetable satisfactory to the Association.

D. Anti-Corruption

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

E. Amendment to Roads Board Nepal Act

The Recipient shall, by December 31, 2008, submit to the Parliament Secretariat, for the purpose of obtaining approval by the Parliament of the Recipient, a draft of an amendment to the Roads Board Nepal Act, 2058 (2002), in substance satisfactory to the Association, which would address, *inter alia*, the following matters regarding RBN: (i) its organizational structure; (ii) its accounting system; (iii) its authority to collect road user charges; and (iv) specific authorities of its Chairman and Executive Director.

F. Maintenance Budget for RBN

In addition to routine and recurrent maintenance of the strategic road network, the Recipient shall: (i) meet the budget demand of RBN in each Fiscal Year during the period of Project implementation for the purposes of providing funds to DOR to carry out periodic maintenance of (a) a minimum of 500 km of the strategic road network in each such Fiscal Year and (b) over the course of the Project implementation, about 1000 km of the strategic road network for which periodic maintenance has been scheduled but has not been undertaken as of the date of this Agreement, and ensure that such periodic maintenance works are carried out; (ii) channel adequate funds to RBN for both maintenance costs and operating costs; (iii) by April 30 of each such Fiscal Year, develop annual spending targets for RBN that are acceptable to the Association; and (iv) thereafter, ensure that such annual spending targets for each such Fiscal Year are achieved.

G. Consolidation of Road Maintenance Funding through RBN

The Recipient shall ensure that, from FY2008/09, the government budgetary allocation for road maintenance works for both local roads and strategic roads will be consolidated and channeled through RBN.

H. RBN Human Resource

The Recipient shall: (i) cause RBN to make a decision, by the end of Fiscal Year 2007/08, which would allow the salary structure of RBN to be competitive or similar to other autonomous boards in Nepal, in form and substance acceptable to the Association and the Recipient; and (ii) cause RBN to develop by June 30, 2009, a structured human resource development plan for RBN, including a staff career development and training plan; and thereafter to implement such development plan.

I. Annual Work Program and Budget for the Project

1. The Recipient shall, through DOR: (i) at least sixty (60) days prior to the beginning of each Fiscal Year, prepare and furnish to the Association a proposed Annual Work Program and Budget (AWPB) for such Fiscal Year; and (ii) afford the Association a reasonable opportunity to discuss each such AWPB with DOR prior to submitting it for final governmental approval.
2. Without limitation on Paragraph 1 of this Part I, the Recipient shall ensure that each such AWPB includes an adequate allocation of the Recipient's own funds to the periodic maintenance of the strategic highway and feeder road network.

J. Technical Audits

The Recipient shall: (i) by June 30, 2008, submit to the Association terms of reference, satisfactory to the Association, for technical audits of at least twenty percent (20%) of the civil works completed in each Fiscal Year under the Project; and (ii) thereafter arrange for an independent agency acceptable to the Association to carry out such technical audits in each Fiscal Year in accordance with such terms of reference and with a timetable satisfactory to the Association.

K. Asset Registers

Without limitation to any other requirements under the prevailing laws in force, the Recipient shall: (i) by June 30, 2008, develop a standard, satisfactory to the Association, for calculating the present value of DOR's assets and yearly depreciation thereof; (ii) by December 31, 2008, establish asset registers in each of DOR's divisions for assets in such division that are valued at more than NPRs 1,000,000; and (iii) thereafter, update such asset registers by December 31 of each Fiscal Year. Such asset registers shall include a brief description of each asset, its present value based on depreciation and additional costs that have been incurred on such asset.

L. Business Plans for DOR's Units

The Recipient shall: (i) by April 30, 2008, develop for each of DOR's units a business and resource plan, satisfactory to the Association, setting forth specific output requirements for the following three-year period, specific arrangements and modalities for meeting those requirements and specific needs for financial and/or technical support; and (ii) thereafter implement each such plan in a manner and with a timetable satisfactory to the Association.

M. Performance Evaluations of Contractors and Consultants

The Recipient shall: (i) during each Fiscal Year, carry out performance evaluations of contractors and consultants engaged under the Project in accordance with the provisions of the Public Procurement Act and the rules promulgated thereunder; and (ii) by the end of the first quarter of the succeeding Fiscal Year, submit a consolidated report of such evaluations, including a description of actions taken against any contractor or consultant whose performance was evaluated to be less than satisfactory.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agreed with the Association. Each Project Report shall cover the period of a Fiscal Year trimester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

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 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report not later than forty-five (45) days after the end of each Fiscal Year trimester, interim un-audited financial reports for the Project covering the Fiscal Year trimester, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) Fiscal Year of the Recipient, commencing with the Fiscal Year in which the first withdrawal under the Project Preparation Advance was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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 paragraphs 2 and 3 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **National Competitive Bidding.** Except as otherwise provided in paragraph 3 below, goods estimated to cost less than \$200,000 equivalent per contract and works estimated to cost less than \$3,000,000 equivalent per contract may be procured under contracts awarded on the basis of National Competitive Bidding in accordance with the provisions of the Public Procurement Act, subject to the following:
 - (i) Only the bidding documents approved by the Association shall be used.
 - (ii) No preference shall be given to any bidder.
3. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding and National 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)	Shopping
(b)	Direct Contracting
(c)	Community Participation procedures acceptable to the Association

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 in accordance with the provisions of the Consultants' Guidelines.
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)	Selection under a Fixed Budget
(c)	Least-Cost Selection
(d)	Selection Based on Consultants' Qualifications
(e)	Single-Source Selection
(f)	Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants
(g)	Sole Source Procedures for the Selection of Individual Consultants

D. Review by the Association of Procurement Decisions

1. Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) each contract for goods procured on the basis of International Competitive Bidding; (b) each contract for goods costing more than \$50,000 procured on the basis of National Competitive Bidding; (c) each contract for goods procured on the basis of Shopping and estimated to cost the equivalent of \$20,000 or more; (d) each contract for works procured on the basis of International Competitive Bidding; (e) each contract for works procured on the basis of National Competitive Bidding and estimated to cost the equivalent of \$500,000 or more; (f) the first three contracts for works procured on the basis of Direct Contracting or Community Participation procedures and estimated to cost the equivalent of \$20,000 or more; (g) each contract for consultants' services provided by a firm and estimated to cost the equivalent of \$100,000 or more; and (h) each contract for consultants' services provided by individuals and estimated to cost the equivalent of \$50,000 or more.
2. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed
(1) Works under Parts 1.A, 1.C and 1.D of the Project	20,555,000	100%
(2) Works under Part 1.B of the Project	2,240,000	30%
(3) Consultants' services, goods, studies, training, study tours, workshops and Incremental Operating Costs	4,353,000	100%
(4) Refund of Project Preparation Advance	652,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	27,800,000	

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 SDR 652,000 equivalent may be made for payments made prior to this date but on or after December 31, 2007, for Eligible Expenditures under Categories (1) through (3).
2. The Closing Date is June 30, 2012.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants” dated October 15, 2006.
2. “AWPB” or “Annual Work Program and Budget” means an Annual Work Program and Budget of DOR and RBN to be prepared for each Fiscal Year for the Project and setting forth, *inter alia*, activities planned under the work program of DOR and RBN for the Project and estimated costs for such activities.
3. “Beneficiary District” means each of the districts of Darchula, Baitadi, Kalikot, Dailekh, Surkhet and Bajhang, in which the road improvement activities under Part 1.A of the Project will be carried out.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
6. “Displaced Persons” means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.
7. “DOR” means the Department of Roads under MOPPW, or any successor thereto.
8. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework of DOR for the road sector dated April 2007 and approved by the Association for use in the Project, setting forth, *inter alia*, policies and procedures for the assessment and management of environmental and social impacts of road improvement activities and includes frameworks and guidelines for an Initial Environmental Examination (IEE), an Environmental Impact Assessment (EIA), an Environmental Management Action Plan (EMAP) and a Social Impact Assessment (SIA), a Resettlement Policy

Framework (RPF) and a Vulnerable Community Development Framework (VCDF) set forth therein.

9. “Fiscal Year” or “FY” means the twelve (12)-month period corresponding to any of the Recipient’s fiscal years, which period commences and ends in mid-July of each calendar year.
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants” dated July 1, 2005 (as amended through October 15, 2006).
11. “Incremental Operating Costs” means: (i) expenditures incurred by DOR for the operation and maintenance of facilities, equipment and vehicles used for Project implementation, including, without limitation, vehicle rental, fuel, routine repair and maintenance of equipment, vehicles and office premises, communication costs, use of internet costs, stationeries and other office supplies, and costs of translation, printing, photocopying and advertising; (ii) transportation costs and subsistence allowances for DOR staff in travel status for Project monitoring; and (iii) salaries and allowances of incremental staff assigned to DOR for Project implementation but excluding salaries of the Recipient’s civil servants.
12. “MOPPW” means that Recipient’s Ministry of Physical Planning and Works, or any successor thereto.
13. “Nepalese Rupee” or “NPR” means the lawful currency of the Recipient.
14. “PCT” means the Project Coordination Team to be maintained within the Foreign Cooperation Branch of DOR pursuant to Part A of Section I of Schedule 2 to this Agreement and responsible for, *inter alia*, the planning, implementation, coordination, supervision, monitoring and evaluation of activities to be carried out under the Project.
15. “PMU” means each Project Management Units maintained, in the field, by DOR pursuant to Part A of Section I of Schedule 2 to this Agreement and responsible for, *inter alia*, the coordination with PCT of activities to be carried out under the Project and day-to-day supervision and administration of such activities at the local levels.
16. “Priority Investment Plan” or “PIP” means the Priority Investment Plan for the Road Sector (April 2007) of the Recipient, setting forth, *inter alia*, objectives, policies and actions to undertake priority projects for sustainable development of the strategic and rural road network for the period 2007-2016.

17. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 18, 2007 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.
19. “Project Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 30, 2007, and on behalf of the Recipient on April 12, 2007.
20. “Public Procurement Act” means the Recipient’s Public Procurement Act, 2063 (2007).
21. “RBN” means the Roads Board Nepal established under the Recipient’s Roads Board Nepal Act, 2058 (2002), to manage the maintenance funds for the strategic and local road network.
22. “Road Fund” means the fund managed by RBN to finance road maintenance operations.