

CONFORMED COPY

CREDIT NUMBER 3514-YEM

Development Credit Agreement
(Rural Access Project)

between

REPUBLIC OF YEMEN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 2, 2001

CREDIT NUMBER 3514-YEM

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated August 2, 2001, between REPUBLIC OF YEMEN (the Borrower) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested the Association to assist in the financing of the Project;

(B) the Association has received a letter dated April 14, 2001, from the Borrower describing the Borrower's rural access program (the Program), setting out certain measures required to carry out the Program and declaring the Borrower's commitment to the execution of the Program;

(C) the Borrower has requested the Association's support in the execution of the Program through a series of development credits over a period of approximately ten (10) years to be utilized by the Borrower for, and assisting the appropriate entities in, implementing the Program; and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the Credit to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985 (as amended through October 6, 1999) with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement.

(a) A new paragraph (12) is added to Section 2.01 to read as set forth below, and the existing paragraphs (12) through (14) of said Section are accordingly renumbered as paragraphs (13) through (15):

"12. 'Participating Country' means any country that the Association determines meets the requirements set forth in Section 11 of Resolution No. 194 of the Board of Governors of the Association, adopted on April 18, 1999; and 'Participating Countries' means, collectively, all such countries."

(b) The second sentence of Section 5.01 is modified to read:

"Except as the Borrower and the Association shall otherwise agree, no withdrawals shall be made: (a) on account of expenditures in the territories of any country which is not a Participating Country or for goods produced in, or services supplied from, such territories; or (b) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Association, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations."

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) "CMO" means the central management office to be maintained in accordance with the provisions of paragraph A.2 of Schedule 4 to this Agreement;

(b) "Eligible Categories" means Categories (1) (a), (1) (b), (2) (a), (2) (b), (2) (c), (2) (d), (3) (a), (3) (b) and (4) set forth in the table in Part A.1 of Schedule 1 to this Agreement;

(c) "Eligible Expenditures" means the expenditures for goods, works and services referred to in Section 2.02 of this Agreement and to be financed out of the proceeds of the Credit allocated from time to time to the Special Account;

(d) "Environmental Management Plan" means the Borrower's plan, furnished to the Association on February 7, 2001, as such plan may be updated from time to time by agreement of the Borrower and the Association, for implementation of the Project in accordance with certain institutional, mitigating and monitoring measures to offset or reduce adverse environmental impacts to acceptable levels;

(e) "Fiscal Year" means the fiscal year of the Borrower commencing on January 1 and ending on December 31;

(f) "MPWUD" means the Ministry of Public Works and Urban Development of the Borrower, or any successor thereof;

(g) "Project Management Report" means each report prepared in accordance with the provisions of Section 4.02 of this Agreement;

(h) "Special Account A" means the account referred to in Part B of Schedule 1 to this Agreement;

(i) "Special Account B" means the account referred to in Part B of Schedule 1 to this Agreement;

(j) "Special Accounts" means, collectively, Special Account A and Special Account B;

(k) "Steering Committee" means the committee to be maintained in accordance with the provisions of paragraph A.2 of Schedule 4 to this Agreement;

(l) "Sub-Project" means a road upgrading project to be carried out under Part A.2 or Part A.3 of the Project; and

(m) "YRMF" means the Yemen Road Maintenance Fund, a semi-autonomous authority established under the Borrower's Law No. 22 of 1995, as the same may be amended from time to time, and any successor thereto.

ARTICLE II

The Credit

Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount in various currencies equivalent to thirty five million four hundred thousand Special Drawing Rights (SDR35,400,000).

Section 2.02. The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost of goods, works and services required for the Project described in Schedule 2 to this Agreement and to be financed out of the proceeds of the Credit.

Section 2.03. The Closing Date shall be December 31, 2004, or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty days (60) after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.06 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semi-annually on April 15 and October 15 in each year.

Section 2.07. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Credit in semi-annual installments payable on each April 15 and October 15 commencing October 15, 2011, and ending April 15, 2041. Each installment to and including the installment payable on April 15, 2021, shall be one percent (1%) of such principal amount, and each installment thereafter shall be two percent (2%) of such principal amount.

(b) Whenever: (i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three (3) consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by:

- (A) requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid; and
- (B) requiring the Borrower to commence repayment of the principal

amount of the Credit as of the first semi-annual payment date referred to in paragraph (a) above falling six (6) months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five (5) years on such repayment of principal.

(c) If so requested by the Borrower, the Association may revise the modification referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, shall carry out the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical, engineering and environmental standards and practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Borrower and the Association shall otherwise agree, the Borrower shall carry out the Project in accordance with the Implementation Program set forth in Schedule 4 to this Agreement and the provisions of the Environmental Management Plan.

Section 3.02. Except as the Association shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. For the purposes of Section 9.06 of the General Conditions and without limitation thereto, the Borrower shall:

(a) prepare, on the basis of guidelines acceptable to the Association and furnish to the Association not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Association, a plan for the continued achievement of the objectives of the Project; and

(b) afford the Association a reasonable opportunity to exchange views with the Borrower on said plan.

ARTICLE IV

Financial and Other Covenants

Section 4.01. (a) The Borrower shall maintain a financial management system, including records and accounts, and prepare financial statements in a format acceptable to the Association, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Borrower shall:

(i) have its records, accounts and financial statements referred to in paragraph (a) of this Section and the records and accounts for the Special Accounts for each Fiscal Year audited, in accordance with

appropriate auditing standards acceptable to the Association, 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 (6) months after the end of each such year: (A) certified copies of the financial statements referred to in paragraph (a) of this Section, for such year as so audited, and (B) an opinion on such statement and report of such audit, by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and

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

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

(i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and separate accounts reflecting such expenditures;

(ii) retain, until at least one (1) year after the Association has received the audit report for the Fiscal Year in which the last withdrawal from the Credit Account was made, all records and documents (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Association's representatives to examine such records and documents; and

(iv) ensure that such records, documents and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such 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.

Section 4.02. (a) Without limitation upon the provisions of Section 4.01 of this Agreement, the Borrower shall carry out a time-bound action plan acceptable to the Association for the strengthening of its financial management system for the Project in order to enable the Borrower, not later than April 30, 2003, or such later date as the Association shall agree, to prepare quarterly Project Management Reports, acceptable to the Association, each of which shall:

(i) (A) set forth actual sources and applications of funds for the Project, both cumulatively and for the period covered by said report, and projected sources and applications of funds for the Project for the six-month period following the period covered by said report, and (B) show separately expenditures financed out of the proceeds of the Credit during the period covered by said report and expenditures proposed to be financed out of the proceeds of the Credit during the six-month period following the period covered by said report;

(ii) (A) describe progress in Project implementation, both cumulatively and for the period covered by said report, and (B) explain variances between actual and previously forecast implementation targets; and

(iii) set forth the status of procurement under the Project and expenditures under contracts financed out of the proceeds of the Credit, as at the end of the period covered by said report.

(b) Upon the completion of the action plan referred to in paragraph (a) of this Section, the Borrower shall prepare, in accordance with guidelines acceptable to the Association, and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter a Project Management Report for such period.

Section 4.03. (a) In order to achieve the objectives of Parts A.2 and A.3 of the Project, the Borrower shall maintain arrangements satisfactory to the Association pursuant to which the Borrower shall select Sub-projects to be carried out under Parts A.2 and A.3 of the Project. When presenting a Sub-project to the Association for approval, the Borrower shall furnish to the Association an application, in form satisfactory to the Association, together with an appraisal of the proposed Sub-project, including a description of the expenditures proposed to be financed out of the proceeds of the Credit.

(b) Unless otherwise agreed by the Borrower and the Association, no expenditures for works required for a Sub-project shall be eligible for financing out of the proceeds of the Credit allocated from time to time to Parts A.2 and A.3 of the Project unless the Borrower shall have furnished to the Association an environmental management plan relating to the proposed Sub-project, prepared pursuant to guidelines agreed upon between the Borrower and the Association, together with evidence, satisfactory to the Association, that the Sub-project shall not involve any involuntary resettlement of the local population.

(c) Without prejudice to the provisions of paragraph (b) above, no expenditures for works required for a Sub-project shall be eligible for financing out of the proceeds of the Credit allocated from time to time to Part A.2 of the Project unless the Borrower shall have furnished to the Association evidence, satisfactory to the Association, that the economic rate of return of the proposed Sub-project equals or exceeds twelve percent (12%).

(d) Without prejudice to the provisions of paragraph (b) above, no expenditures for works required for a Sub-project shall be eligible for financing out of the proceeds of the Credit allocated from time to time to Part A.3 of the Project unless the Borrower shall have furnished to the Association a feasibility study concerning the proposed Sub-project, including an economic justification, satisfactory in substance to the Association, together with evidence, satisfactory to the Association, that the proposed Sub-project shall promote community participation and increase rural income.

ARTICLE V

Remedies of the Association

Section 5.01. Pursuant to Section 6.02 (1) of the General Conditions, the following additional event is specified, namely, that a situation shall have arisen which shall make it improbable that the Program or a significant part thereof will be carried out.

ARTICLE VI

Effective Date; Termination

Section 6.01. The following events are specified as additional conditions to the effectiveness of this Agreement within the meaning of Section 12.01 (b) of the General Conditions:

(a) that all actions set forth in the action plan referred to under Section 4.02 (a) of this Agreement for which the completion dates specified therein precede the Effective Date have been completed; and

(b) that the Borrower has received, from contractors eligible under the Guidelines (as this term is defined in Part A.1 of Section I of Schedule 3 to this Agreement), bids relating to the execution of the first two civil works contracts under the Project.

Section 6.02. The date one hundred twenty (120) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE VII

Representative of the Borrower; Addresses

Section 7.01. The Minister of Planning and Development of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the

General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

P.O. Box 175
Sana'a
Republic of Yemen

Cable address: Cable address: Telex: Telex:
CENPLAN 2266
Sana'a CENPLANYE

For the Association:

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

Cable address: Cable address: Telex: Telex: Facsimile: Facsimile:
INDEVAS 248423 (MCI); or 202-477-6391
Washington, D.C. 64145 (MCI)

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 YEMEN

By /s/ Abdul Wahab Al-Hajjri Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Jean-Louis Sarbib Regional Vice President
Middle East and North Africa

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

A. General

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Goods		100% of foreign expenditures, 100% of local expenditures (ex-factory
(a) under Parts A.4, A.5 and A.6 of the	300,000	

Project			cost); and 90% of local expendi-
(b) under Part B.2 of the Project	50,000		tures for other items procured locally
(2) Civil works			
(a) under Part A.1 of the Project	9,700,000	84%	
(b) for Sub-projects under Part A.2 of the Project	9,000,000	84%	
(c) for Sub-projects under Part A.3 of the Project	3,500,000	84%	
(d) under Part B.1 of the Project	7,000,000	84%	
(3) Consultants' services and training			
(a) under Parts A.4, A.5 and A.6 of the Project	3,300,000	100%	
(b) under Part B.2 of the Project	200,000	100%	
(4) Project Management Costs	650,000	80%	
(5) Unallocated	1,700,000		
TOTAL	35,400,000		

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower;

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower; and

(c) the term "Project Management Costs" means expenditures incurred by CMO on account of utility charges, rent for office space, maintenance of vehicles, fuel, office supplies, banking charges, communication services, audit costs, travel costs, salaries and labor costs and other consumables but excluding salaries of officials of the Borrower.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

4. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for expenditures for: (a) goods under contracts costing less than \$200,000 equivalent; (b) works under contracts costing less than \$200,000 equivalent; (c) services under contracts for consulting firms costing less than \$100,000 equivalent; (d) services under contracts for individual consultants costing less than \$50,000 equivalent; (e) training; and (f) Project Management Costs, all under such terms and conditions as the Association shall specify by notice to the Borrower.

B. Special Accounts

1. The Borrower shall, for the purposes of the Project, open and maintain in dollars two (2) separate special deposit accounts (Special Account A for Part A of the Project and Special Account B for Part B of the Project) in the Central Bank of Yemen, on terms and conditions satisfactory to the Association. Special Account A shall be

used exclusively to finance expenditures under Categories (1) (a), (2) (a), (2) (b), (2) (c), (3) (a) and (4) set forth in the table in paragraph A.1 of Schedule 1 to this Agreement and Special Account B shall be used exclusively to finance expenditures under Categories (1) (b), (2) (d), and (3) (b) set forth in the table in paragraph A.1 of Schedule 1 to this Agreement.

2. After the Association has received evidence satisfactory to it that a Special Account has been opened, withdrawals from the Credit Account of amounts to be deposited into said Special Account shall be made as follows:

(a) until the Association shall have received: (i) the first Project Management Report referred to in Section 4.02 (b) of this Agreement, and (ii) a request from the Borrower for withdrawal on the basis of Project Management Reports, withdrawals shall be made in accordance with the provisions of Annex A to this Schedule 1; and

(b) upon receipt by the Association of a Project Management Report pursuant to Section 4.02 (b) of this Agreement, accompanied by a request from the Borrower for withdrawal on the basis of Project Management Reports, all further withdrawals shall be made in accordance with the provisions of Annex B to this Schedule 1.

3. Payments out of each Special Account shall be made exclusively for Eligible Expenditures. For each payment made by the Borrower out of a Special Account, the Borrower shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for Eligible Expenditures.

4. Notwithstanding the provisions of Part B.2 of this Schedule, the Association shall not be required to make further deposits into any Special Account:

(a) if the Association determines at any time that any Project Management Report does not adequately provide the information required pursuant to Section 4.02 of this Agreement;

(b) if the Association determines at any time that all further withdrawals should be made by the Borrower directly from the Credit Account; or

(c) if the Borrower shall have failed to furnish to the Association within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of: (A) the records and accounts for any Special Account, or (B) the records and accounts reflecting expenditures with respect to which withdrawals were made on the basis of Project Management Reports.

5. The Association shall not be required to make further deposits into any Special Account in accordance with the provisions of Part B.2 of this Schedule if, at any time, the Association shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Credit Account pursuant to Section 6.02 of the General Conditions. Upon such notification, the Association shall determine, in its sole discretion, whether further deposits into the Special Accounts may be made and what procedures should be followed for making such deposits, and shall notify the Borrower of its determination.

6. (a) If the Association determines at any time that any payment out of any Special Account was made for an expenditure which is not an Eligible Expenditure, or was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association, provide such additional evidence as the Association may request, or deposit into any Special Account (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment. Unless the Association shall otherwise agree, no further deposit by the Association into any Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association determines at any time that any amount outstanding in any Special Account will not be required to cover payments for Eligible Expenditures during the six-month period following such determination, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Borrower may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in a Special Account.

(d) Refunds to the Association made pursuant to sub-paragraph (a), (b) or (c)

of this paragraph 6 shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the provisions of the Credit Agreement.

Annex A to SCHEDULE 1

Operation of Special Accounts
When Withdrawals Are Not Made
On the Basis of Project Management Reports

1. For the purposes of this Annex, the term "Authorized Allocation" means an amount to be withdrawn from the Credit Account and deposited into a Special Account equivalent, in the case of Special Account A, to \$2,500,000, and, in the case of Special Account B, to \$600,000, provided, however, that unless the Association shall otherwise agree, the Authorized Allocation for Special Account A shall be limited to an amount equivalent to \$1,500,000, and the Authorized Allocation for Special Account B shall be limited to an amount equivalent to \$300,000, until the aggregate amount of withdrawals from the Credit Account plus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of SDR 7,000,000 under Part A of the Project and the equivalent of SDR 2,000,000 under Part B of the Project.

2. Withdrawals of a Special Account's Authorized Allocation and subsequent withdrawals to replenish said Special Account shall be made as follows:

(a) For withdrawals of said Special Account's Authorized Allocation, the Borrower shall furnish to the Association a request or requests for deposit into said Special Account of an amount or amounts which in the aggregate do not exceed the Authorized Allocation. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into said Special Account such amount as the Borrower shall have requested.

(b) For replenishment of said Special Account, the Borrower shall furnish to the Association requests for deposit into said Special Account at such intervals as the Association shall specify. Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to Part B.3 of Schedule 1 to this Agreement for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into said Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of said Special Account for Eligible Expenditures. Each such deposit into said Special Account shall be withdrawn by the Association from the Credit Account under one or more of said Special Account's Eligible Categories.

3. The Association shall not be required to make further deposits into a Special Account, once the total unwithdrawn amount of the Credit allocated to said Special Account's Eligible Categories minus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions in respect of expenditures to be financed out of the proceeds of the Credit allocated to said Categories, shall equal the equivalent of twice the amount of said Special Account's Authorized Allocation. Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit allocated to said Categories shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in said Special Account as of the date of such notice will be utilized in making payments for Eligible Expenditures.

Annex B to SCHEDULE 1

Operation of Special Accounts
When Withdrawals Are Made
On the Basis of Project Management Reports

1. Except as the Association may otherwise specify by notice to the Borrower, all withdrawals from the Credit Account shall be deposited by the Association into the respective Special Account in accordance with the provisions of Schedule 1 to this Agreement. Each such deposit into a Special Account shall be withdrawn by the Association from the Credit Account under one or more of said Special Account's Eligible Categories.

2. Each application for withdrawal from the Credit Account for deposit into a

Special Account shall be supported by a Project Management Report.

3. Upon receipt of each application for withdrawal of an amount of the Credit, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the respective Special Account an amount equal to the lesser of: (a) the amount so requested; and (b) the amount which the Association has determined, based on the Project Management Report accompanying said application, is required to be deposited in order to finance Eligible Expenditures during the six-month period following the date of such report; provided, however, that the amount so deposited, when added to the amount indicated by said Project Management Report to be remaining in said Special Account, shall not exceed the equivalent of \$4,000,000 in respect of Special Account A and \$1,000,000 in respect of Special Account B.

SCHEDULE 2

Description of the Project

The objective of the Project is to assist the Borrower in creating an adequate institutional, technical and participatory framework for planning, prioritizing and implementing rural access improvements countrywide.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Association may agree upon from time to time to achieve such objectives:

Part A: Rural Access Roads

1. Upgrading of about one hundred fourteen (114) kilometers of intermediary rural access roads through the use of modern standards and implementation guidelines that are technically proven, environmentally sound and cost-effective.
2. Carrying out a program to upgrade about eighty (80) kilometers of intermediary rural access roads.
3. Carrying out a program to upgrade about fifty (50) kilometers of village access roads adjacent to the roads referred to under Parts A.1 and A.2 of the Project.
4. Carrying out technical and other preparatory activities, including design studies, for the selection and evaluation of individual rural access improvements to be carried out under a follow-on operation.
5. Support, through the provision of goods and consultants' services, to MPWUD to define and put in place adequate institutional arrangements for decentralized rural access planning, prioritization and implementation.
6. Support to CMO, through the provision of consultants' services and goods, to strengthen its Project management capabilities.

Part B: Road Maintenance

1. Rehabilitation of about one hundred fifteen (115) kilometers of a section of the Aden-Mukalla highway commencing at the town of Al-Ahmar and ending at the town of An-Naqabah.
2. Provision of goods, consultants' services and training to YRMF to upgrade its institutional capabilities and improve its operations.

* * *

The Project is expected to be completed by June 30, 2004.

SCHEDULE 3

Procurement and Consultants' Services

Section I. Procurement of Goods and Works

Part A: General

1. Goods and works shall be procured in accordance with: (a) the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits", published by the Association in January 1995 and revised in January and August 1996,

in September 1997 and in January 1999, subject to the modifications thereto set forth in paragraph 2 of this Part A (the Guidelines), and (b) the provisions of the following Parts of this Section I.

2. In paragraphs 1.6 and 1.8 of the Guidelines, the references to "Bank member countries" and "member country" shall be deemed to be references, respectively, to "Participating Countries" and "Participating Country".

Part B: International Competitive Bidding

1. Except as otherwise provided in Part C of this Section, goods and works 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 provisions shall apply to goods to be procured under contracts awarded in accordance with the provisions of paragraph 1 of this Part B.

(a) Grouping of contracts

To the extent practicable, contracts for goods shall be grouped in bid packages estimated to cost \$200,000 equivalent or more each.

(b) Preference for domestically manufactured 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.

(c) Pre-qualification

Bidders for civil works under Parts A.1, A.2, A.3 and B.1 of the Project shall be pre-qualified in accordance with the provisions of paragraphs 2.9 and 2.10 of the Guidelines.

(d) Notification and Advertising

The invitation to pre-qualify or bid for each contract estimated to cost \$100,000 equivalent or more shall be advertised in accordance with the procedures applicable to large contracts under paragraph 2.8 of the Guidelines.

Part C: Other Procurement Procedures

1. National Competitive Bidding

Works estimated to cost the equivalent of less than \$500,000 per contract, and goods estimated to cost the equivalent of less than \$200,000 per contract, up to an aggregate amount equivalent to \$500,000, may, be procured under contracts awarded in accordance with the provisions of paragraphs 3.3 and 3.4 of the Guidelines.

2. International and National Shopping

Goods estimated to cost less than \$50,000 equivalent per contract, up to an aggregate amount not to exceed \$200,000 equivalent, may be procured under contracts awarded on the basis of international or national shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

Part D: Review by the Association of Procurement Decisions

1. Procurement Planning

Prior to the issuance of any invitations to pre-qualify for bidding or to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Association for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods and works shall be undertaken in accordance with such procurement plan as shall have been approved by the Association, and with the provisions of said paragraph 1.

2. Prior Review

With respect to each contract for works estimated to cost the equivalent of \$500,000 and each contract for goods estimated to cost the equivalent of \$200,000 or more, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

3. 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 Association in January 1997 and revised in September 1997 and January 1999 (the Consultant Guidelines) and the following provisions of Section II of this Schedule.

Part B: Quality- and Cost-based Selection

Except as otherwise provided in Part C of this Section, consultants' services shall be procured under contracts awarded in accordance with the provisions of Section II of the Consultant Guidelines, paragraph 3 of Appendix 1 thereto, Appendix 2 thereto, and the provisions of paragraphs 3.13 through 3.18 thereof applicable to quality- and cost-based selection of consultants.

Part C: Other Procedures for the Selection of Consultants

1. Selection Based on Consultants Qualifications

Services estimated to cost less than \$100,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.7 of the Consultant Guidelines.

2. Individual Consultants

Services for tasks that meet the requirements set forth in paragraph 5.1 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.

3. Single Source Selection

Services which are estimated to cost less than \$20,000 equivalent per contract may, with the Association's prior agreement, be procured in accordance with the provisions of paragraphs 3.8 through 3.11 of the Consultant Guidelines.

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

1. Selection Planning

Prior to the issuance to consultants of any requests for proposals, the proposed plan for the selection of consultants under the Project shall be furnished to the Association for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Consultant Guidelines. Selection of all consultants' services shall be undertaken in accordance with such selection plan as shall have been approved by the Association, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of \$200,000 or more, the procedures set forth in paragraphs 1, 2 (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 consulting firms estimated to cost the equivalent of \$100,000 or more, the procedures set forth in paragraphs 1, 2 (other than the second subparagraph of paragraph 2(a)) and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(c) 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 said approval shall have been given.

3. 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.

SCHEDULE 4

Implementation Program

A. Overall Project Implementation and Coordination

1. The Borrower shall vest responsibility for the implementation of the Project in MPWUD.

2. For purposes of assisting MPWUD in the implementation of Part A of the Project, and in order to ensure the proper coordination of the execution of said Part of the Project, the Borrower shall maintain CMO with professional staff in adequate numbers whose qualifications, experience and terms of reference shall be acceptable to the Association. CMO shall operate under the auspices of the Steering Committee to be maintained by the Borrower with membership and terms of reference acceptable to the Association.

3. The functions of CMO shall include, inter alia, responsibility for: (i) the procurement process and the preparation of withdrawal applications under Part A of the Project; (ii) monitoring, in accordance with indicators agreed upon with the Association, progress in implementing Part A of the Project; (iii) preparation, for submission to the Association, of annual work programs and updated procurement plans relating to Part A of the Project; (iv) carrying out, on an annual basis, technical audits of roads rehabilitated under Parts A.1, A.2 and A.3 of the Project; and (v) preparation, for submission to the Association, of the reports referred to under paragraph B (b) (i) of this Schedule. Key staff of CMO shall consist of a director, a Project engineer, a procurement officer, an institutional specialist and a financial management specialist. CMO shall also include an environmental and social management unit whose main responsibility shall be to review and approve environmental impact assessments and environmental management plans for all rural roads to be rehabilitated under Parts A.1 and A.2 of the Project.

4. The authority of the Steering Committee shall include the power to: (i) approve plans and design criteria for rural roads; (ii) approve staff service rules and manuals of procedures; (iii) approve employment contracts for senior staff of CMO; (iv) approve annual budgets for the Project; (v) approve reports on the progress in implementing the Project prior to submitting same to the Association pursuant to the provisions of paragraph B (b) (i) of Schedule 4 to this Agreement; (vi) employ the auditors referred to under Section 4.01 of this Agreement; and (vii) approve contracts for the provision of goods and consultants' services, and for the carrying out of works, whose price shall not exceed the equivalent of \$1,000,000.

5. Responsibility for assisting MPWUD in the implementation of Part B of the Project shall be vested in the Project Management Unit within MPWUD currently responsible for assisting MPWUD in the implementation of the Transport Rehabilitation Project (Credit No. 2819-YEM), dated March 6, 1996. Said Unit shall be responsible for: (i) the procurement process and the preparation of withdrawal applications under Part B of the Project; monitoring, in accordance with indicators agreed upon with the Association, progress in implementing Part B of the Project; (ii) preparation, for submission to the Association, of annual work programs and updated procurement plans relating to Part B of the Project; (iii) carrying out, on an annual basis, technical audits of the road to be rehabilitated under Part B of the Project; and (iv) preparation of progress reports to be included in the reports to be submitted to the Association under paragraph B (b) (i) of this Schedule.

B. Progress Reports and Mid-Term Review

The Borrower shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators agreed upon between the Borrower and the Association, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association: (i) on a quarterly basis, commencing April 30, 2002, a report on the progress achieved in the implementation of the Project and the achievement of the objectives thereof; and (ii) on or about October 31, 2003, a report, to constitute the basis upon which the mid-term review shall take place, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section and consolidating the results of the reports referred to under sub-paragraph (b) (i) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said 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; and

(c) review with the Association, by January 31, 2004, or such later date as the Association shall request, the report referred to in subparagraph (b) (ii) of this paragraph, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

C. Program Milestones

The Borrower shall:

(a) prepare and furnish to the Association, not later than October 31, 2003, a report describing progress in the fulfillment of the actions referred to in the Program, including the attainment of the milestones agreed to between the Borrower and the Association and required to be met as a pre-requisite to prepare a follow-on operation; and

(b) review with the Association, not later than January 31, 2004, or such later date as the Association shall request, the report referred to in subparagraph (a) of this paragraph, and, thereafter, take all measures which the Association shall deem appropriate to prepare a follow-on operation.

