

Public Disclosure Authorized

CONFORMED COPY

LOAN NUMBER 7511-CN

Loan Agreement

(Anhui Highway Rehabilitation and Improvement Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated August 8, 2008

LOAN AGREEMENT

AGREEMENT dated August 8, 2008, between PEOPLE'S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank 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 the Loan Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II – LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of two hundred million Dollars (\$200,000,000) ("Loan"), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement, to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread; provided that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of the Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(d) of the General Conditions.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III – PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV – EFFECTIVENESS

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V – REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is the Minister of Finance.

5.02. The Borrower's Address is:

Ministry of Finance
Sanlihe
Beijing 100820
People's Republic of China

Facsimile:

(86-10) 6855-1125

5.03. The Bank's Address is:

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

Cable address:

Telex:

Facsimile:

INTBAFRAD
Washington, D.C.

248423(MCI) or
64145(MCI)

1-202-477-6391

AGREED at Beijing, People's Republic of China, as of the day and year first above written.

PEOPLE'S REPUBLIC OF CHINA

By /s/ Zheng Xiaosong
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ David Dollar
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to assist the Borrower to increase the effective use of road infrastructure in Anhui Province to support its social and economic development.

The Project consists of the following parts:

Part A: Road Rehabilitation

Rehabilitation of about 890 kms of selected road segments included in the Anhui Provincial Rehabilitation and Maintenance Program for the period 2007-2010 under the Borrower's Eleventh Five Year Program (EFYP), including improving pavement conditions of the roads by resurfacing, specific structural strengthening, and limited adjustments to the alignment when required to improve safety, and provision of technical assistance for construction.

Part B: Road Improvement

Improvement and upgrading of about 320 km of selected provincial and national roads located in the central-eastern and southeastern areas of Anhui Province, including provision of technical assistance for construction.

Part C: Pilot on Road Maintenance by Contract

Carrying out on a pilot basis a road-maintenance-by-contract approach in two selected highway segments of the provincial highway network.

Part D: Institutional Strengthening Program

Carrying out an institutional strengthening program to include:

1. a study on technological options for the recycling of pavement materials when a pavement needs to be rehabilitated;
2. provision of technical assistance for implementing Part C of the Project;
3. preparation of standardized environmental specifications for road civil works;
4. support to the Anhui Highway Administration Bureau in implementing the enhanced Chinese Pavement Management System (CPMS) in Anhui Province;
5. analysis of socio-economic impacts of the roads investments under Parts A and B of the Project; and

6. training programs for selected staff of APCD and city and county highway bureaus, focusing on: overseas training in road management, overseas training on improved technologies for the use of recycled pavement materials, road safety, project management, environmental supervision, environmental design and construction of scenic/ecological routes, highway planning and design, and highway information systems management, and training to communities along the S322 road to be upgraded under the Project on road safety and on starting or developing productive activities to help them capitalize the benefits of improved accessibility across the corridor.

SCHEDULE 2

Project Execution

Section I. Financing Arrangement; Institutional and Other Arrangements

A. Financing Arrangements

1. The Borrower shall make available the proceeds of the Loan to the Project Implementing Entity, under terms and conditions satisfactory to the Bank, and the following principal terms:
 - (i) The principal amount shall be made available in Dollars (determined on the date, or respective dates, of withdrawal from the Loan Account) of the value of the currency or currencies so withdrawn.
 - (ii) The principal amount so made available shall be recovered over a period of twenty six (26) years, inclusive of a grace period of five (5) years.
 - (iii) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.04 of this Agreement.
 - (iv) Front-end Fee shall be charged at a rate equal to the rate paid by the Borrower to the Bank pursuant to Section 2.03 of this Agreement.

B. Anti-Corruption

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

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth in Annex 1 to this Schedule. Each such Project Report shall cover the period of one (1) calendar semester (covering the period of January-June and July-December, respectively), and shall be furnished by the Borrower to the Bank by February 15 and August 15 of each year, commencing on August 15, 2008.

2. For purposes of Section 5.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Works.** All works required for the Project and to be financed out of the proceeds of the Loan 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 Schedule.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan 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 Schedule.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank 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 Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Works**
 - (a) The following table specifies the methods of procurement, other than International Competitive Bidding which may be used for works. The

Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding
(b) Shopping

- (b) The procedures to be followed for National Competitive Bidding shall be those set forth in the Law on Tendering and Bidding of the People's Republic of China promulgated by Order No.21 of the President of the People's Republic of China on August 30, 1999, with the following clarifications required for compliance with the Procurement Guidelines:
- (i) All invitations to prequalify or to bid shall be advertised in a newspaper of national circulation in the Borrower's country, except for civil works contracts that are estimated cost less than \$2,000,000 equivalent each which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission.
 - (ii) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.
 - (iii) All bidders that meet the qualification criteria set out in the pre-qualification document shall be allowed to bid and there shall be no limit on the number of pre-qualified bidders.
 - (iv) All bidders shall be required to provide security in an amount sufficient to protect the Borrower or the Project Implementing Entity, as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security.
 - (v) Bidders will be allowed to submit bids by mail or by hand. The time for opening of all bids shall be the same as the deadline for receipt of such bids.

- (vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.
- (vii) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.
- (viii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Borrower or the Project Implementing Entity, as the case may be.
- (ix) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.
- (x) Each contract financed with the proceeds of the Loan shall provide that the suppliers and contractors shall permit the Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Bank.
- (xi) Government owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of works if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not a dependent agency of the agency conducting the procurement.
- (xii) Re-bidding should not be allowed solely because the number of bids is less than three (3).

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the 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) Selection based on Consultant's Qualifications
(b) Individual Consultant

D. Review by the Bank of Procurement Decisions

Except as the Bank shall otherwise determine by notice to the Borrower, the following contracts shall be subject to Prior Review by the Bank: (a) each contract for works procured under International Competitive Bidding procedures regardless of their estimated cost; (b) each contract for works procured under National Competitive Bidding procedures estimated to cost the equivalent of US\$5,000,000 or more; (c) all contracts for works under Part C of the Project regardless of its contract cost; (d) the first contract for works procured under shopping procedures regardless of its contract cost; (e) each contract for consultants' services estimated to cost the equivalent of US\$100,000 or more for firms; and (f) each contract for consultants' services estimated to cost the equivalent of \$50,000 or more for individuals. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank shall specify by notice to the Borrower 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 Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category inclusive of taxes.

Category	Amount of the Loan Allocated (in USD)	Percentage of Expenditures to be financed
(1) Civil Works under Parts A, B and C of the Project	198,450,000	60%
(2) Consultants' services under Parts D.1, D.2 and D.3 of the Project	300,000	100%
(3) Training under Part D.6 of the Project	750,000	100%
(4) Front-end Fee	500,000	100%
TOTAL	200,000,000	

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 \$20,000,000 equivalent may be made for payments made prior to this date but on or after July 1, 2007, for Eligible Expenditures under any of the Categories.
2. The Closing Date is June 30, 2012.

ANNEX 1

Performance Indicators

The performance indicators referred to in paragraph A.1, Section II of Schedule 2 to this Agreement consist of the following:

PDO	Project Outcome Indicators	Use of Project Outcome Information
Increase the effective use of the road infrastructure in Anhui Province	Reduction in average freight rates along a representative sample of provincial and national road corridors Travel times on the rehabilitated or improved roads	Assess overall impact of improvements to transport flows along the corridor as a proxy for transport integration Assess improvement in time saving and accessibility of project affected areas
Intermediate Outcomes	Intermediate Outcome Indicators	Use of Intermediate Outcome Monitoring
Road Improvement Component Improvement or upgrading of about 320 km of key provincial and national roads located on the Central-Eastern and Southeastern areas of Anhui Province	Road Improvement Component Increased traffic volumes on the corridors to be upgraded Reduction in accident rates	Assess effectiveness of investments in increasing overall capacity along the corridors Assess effectiveness of investments in addressing road safety issues along the corridors
Road R&M Component Support to the provincial rehabilitation and maintenance program from 2007 – 2010 under the EFYP	Road R&M Component Increased traffic volumes on the corridors to be rehabilitated Reduction in accident rates Percentage of AHAB budget allocated to maintenance and rehabilitation	Assess effectiveness of investments in increasing overall capacity along the corridors Assess effectiveness of investments in addressing road safety issues along the corridors Assess effectiveness of APCD’s program for road asset management

<p>Maintenance by Contract Component Pilot on maintenance by contract</p>	<p>Maintenance by Contract Component Application of alternative mechanisms for road maintenance</p>	<p>Verify applicability of alternative mechanisms for road maintenance through the contracting out maintenance approach</p>
<p>ISP Component Institutional strengthening</p>	<p>ISP Component Progress in implementing recycling approaches in road rehabilitation</p> <p>Progress in the completion of the milestones for the implementation of the new (enhanced) CPMS</p> <p>Enhanced knowledge and application of road management approaches through specialized training and study tours</p>	<p>Assess progress in implementing resource savings approaches in the road sector</p> <p>Assess progress towards the application of new road pavement management system</p> <p>Assess progress in acquisition of knowledge towards the application of enhanced road management practices</p>

SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
September 15, 2013	1.220%
March 15, 2014	1.260%
September 15, 2014	1.290%
March 15, 2015	1.330%
September 15, 2015	1.370%
March 15, 2016	1.410%
September 15, 2016	1.460%
March 15, 2017	1.500%
September 15, 2017	1.550%
March 15, 2018	1.590%
September 15, 2018	1.640%
March 15, 2019	1.690%
September 15, 2019	1.740%
March 15, 2020	1.790%
September 15, 2020	1.850%
March 15, 2021	1.900%
September 15, 2021	1.960%
March 15, 2022	2.020%
September 15, 2022	2.080%
March 15, 2023	2.140%
September 15, 2023	2.200%
March 15, 2024	2.270%

September 15, 2024	2.340%
March 15, 2025	2.410%
September 15, 2025	2.480%
March 15, 2026	2.550%
September 15, 2026	2.630%
March 15, 2027	2.710%
September 15, 2027	2.790%
March 15, 2028	2.880%
September 15, 2028	2.960%
March 15, 2029	3.050%
September 15, 2029	3.140%
March 15, 2030	3.240%
September 15, 2030	3.330%
March 15, 2031	3.430%
September 15, 2031	3.540%
March 15, 2032	3.640%
September 15, 2032	3.750%
March 15, 2033	3.860%
September 15, 2033	3.980%
March 15, 2034	4.030%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any

amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
 - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

APPENDIX

Section I. Definitions

1. "AHAB" means the Anhui Highway Administration Bureau, a unit of APCD, and any successor thereto.
2. "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.
3. "APCD" means the Anhui Provincial Communications Department and any successor thereto.
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. "CPMS" means the Chinese Pavement Management System, a computer-based system for the management of road assets.
7. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through February 12, 2008).
8. "Displaced Person" means a person who, on account of the execution of the Project has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and "Displaced Persons" means collectively, all such Displaced Persons.
9. "EFYP" means Borrower's "Eleventh Five-Year Program," for the period 2007-2010.
10. "EMPs" means collectively: (i) the environmental management specifications in respect of the roads under Part A the Project duly adopted by the Project Implementing Entity in April 2007, referred to in paragraph 3, Section I of the Schedule to the Project Agreement, as the same may be revised from time to time with the prior agreement of the Bank; and (ii) the environmental management plan in respect of the roads under Part B of the Project duly adopted by the

Project Implementing Entity in April 2007, and referred to in paragraph 3, Section I of the Schedule to the Project Agreement, as the same may be revised from time to time with the prior agreement of the Bank.

11. “Financial Management Manual” means the financial management manual in respect of the Project duly adopted by the Project Implementing Entity in October 2007, and referred to in paragraph B.2, Section II of the Schedule to the Project Agreement; as the same may be revised from time to time with the agreement of the Bank.
12. “Local Road Section” means any road section out of the 1,480-km of rural roads under Part B of the Project, which is selected by the Project Implementing Entity to be improved and rehabilitated in accordance with paragraph 3(b) of Section I of the Schedule to the Project Agreement, and the term “Local Road Sections” means collectively all the Local Road Section.
13. “PEO” means the World Bank Project Executing Office established within APCD in March 1997 for purposes of coordinating World Bank-assisted projects implementation, process and authorize disbursements, manage procurement, and monitor implementation progress, and any successor thereto.
14. “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.
15. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated May 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.
16. “Project Agreement” means the agreement between the Bank and the Project Implementing Entity of even date herewith, as the same may be amended from time to time; and such term includes all schedules and agreements supplemental to the Project Agreement.
17. “Project Implementing Entity” means the Borrower’s Province of Anhui and any successor thereto.
18. “RAP” means the resettlement action plan with respect to Part A of the Project, duly adopted by the Project Implementing Entity in March 2007, which sets out the principles and procedures governing land acquisition, resettlement, compensation and rehabilitation of Displaced Persons on account of the execution of such Part of the Project, as well as reporting and monitoring arrangements to ensure compliance with said plan, as the same may be revised from time to time with the prior agreement of the Bank; and such term includes all attachments and annexes supplemental to said plans.

19. “RAPs” means collectively the RAP and the resettlement action plans to be prepared and adopted by the Project Implementing Entity under Part B of the Project pursuant to the RPF and the provisions of paragraph 3(b), Section I of the Schedule to the Project Agreement.
20. “Resettlement Policy Framework” and “RPF” mean the resettlement policy framework dated March 2007, with respect to Part B of the Project, duly adopted by the Project Implementing Entity that sets forth the resettlement principles, organizational arrangements, and design criteria in accordance with which resettlement action plans are prepared and submitted to the Bank for approval in accordance with the provisions of paragraph 3(c), Section I of the Schedule to the Project Agreement.
21. “RMB” means the lawful currency of the Borrower.