Financing Agreement

(Central Asia Regional Links Project)
("CARS-3")

between

KYRGYZ REPUBLIC

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between KYRGYZ REPUBLIC ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS:

(A) the Association has received a letter dated February 28, 2014 from the Recipient confirming its commitment to the Central Asia Regional Links (CARs) Program aimed at increasing transport connectivity between neighboring countries in Central Asia along priority cross-border road links, whilst supporting improvements in road operations and maintenance practices (the Program); and

(B) the Recipient, having been satisfied as to the feasibility and priority of the project (the Project) described in Schedule 1 to this Agreement, has requested the Bank to assist in the financing of the Project, as the third phase of the CARs Program.

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) apply to and form 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 a grant and a credit, both deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"): an amount equivalent to nineteen million seven hundred thousand Special Drawing Rights (SDR19,700,000) ("Grant"); and
(b) an amount equivalent to nineteen million seven hundred thousand Special Drawing Rights (SDR19,700,000) ("Credit").

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 is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.

2.05. The Payment Dates are February 15 and August 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out the Project through MOTR, and with technical support from Department of Tourism within the MOCIT for activities under Part C of the Project, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consists of the following, namely that the Project Operational Manual has been adopted by the Recipient, through MOTR, in a form and substance acceptable to the Association.

4.02. The Effectiveness Deadline is the date one hundred eighty (180) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its Minister of Finance.
5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

    Ministry of Finance
    58 Erkindik Blvd.
    Bishkek City, 720040
    Kyrgyz Republic; and

(b) the Recipient’s Electronic Address is:

    Telex: 245-156 NUR KH
    Facsimile: (996-312) 661645

5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

(b) the Association’s Electronic Address is:

    Telex: 248423 (MCI)
    Facsimile: 1-202-477-6391
AGREED as of the Signature Date.

KYRGYZ REPUBLIC

By

[Signature]

Authorized Representative

Name: Baktygul Jeenbaeva
Title: Minister of Finance
Date: 03.04.2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Bolormaa Amgaabazar
Title: Country Manager
Date: June 28, 2019
SCHEDULE 1

Project Description

The objectives of the Project are to increase regional connectivity and support sustainable tourism development in Issyk-Kul Oblast.

The Project constitutes a phase of the Program and consists of the following parts:

Part A: Regional Connections, Associated Facilities and Equipment in Issyk-Kul Oblast:
Support to establish a reliable road connection to Kazakhstan via the Karkyra border crossing point through *inter alia*:

1. Rehabilitation of about 52 km of a road section in Issyk-Kul Oblast, including and within close proximity of the road linking Tyup with the Karkyra border crossing, as well as construction of road site facilities and links to access the San-Tash Tamerlane historical monument.

2. Provision of road maintenance equipment, in particular snow removal equipment to ensure year-round operation of the road linking Tyup to the Karkyra border crossing point.

3. Provision of consultants’ services for works supervision.

Part B: Aviation Safety and Service Provision
Support to strengthen the safety and service provision of the aviation sector through *inter alia*:


2. Provision of technical assistance for drafting aviation bylaws for the Air Code as well as strengthening CAA’s oversight and monitoring capacity for compliance with ICAO standards and recommended practices, including training safety inspectors and other staff of CAA, and provision of software and equipment to upgrade CAA’s record keeping capabilities.

3. A review of the educational program of the Kyrgyz Aviation Institute, capacity building, acquisition of testing software for aviation personnel and a flight training device, and repair of the Aviation Institute’s facilities.

Part C. Sustainable Tourism Development in Issyk-Kul Oblast
Support for the development of sustainable tourism in Issyk-Kul Oblast through *inter alia*:
1. Development of a sustainable tourism strategy and master plan for the Recipient, including application on a pilot basis of Tourism Satellite Accounts for Issyk-Kul Oblast.

2. Rehabilitation and/or construction of about five publicly-owned tourist service centers.

3. Providing support for the establishment and development of community-based geoparks in Tyup and Aksuu, the two eastern districts of Issyk-Kul Oblast.

Part D. Project Management and Implementation

Support for Project management and implementation including *inter alia*: the provision of goods, consultants’ services and training, Incremental Operating Costs (including a financial audit).
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall, through MOTR, maintain during the implementation of the Project the IPIG, with mandate, staffing and resources satisfactory to the Association, for the purpose of ensuring the prompt and efficient overall coordination, implementation, monitoring, reporting, evaluation and communication of Project activities. Without limitation to the provisions of this paragraph, the Recipient shall not modify or replace key personnel of the IPIG without the prior agreement of the Association.

2. The Recipient, through MOTR, shall carry out the Project in accordance with the requirements, criteria, organizational arrangements and operational procedures set forth in this Agreement and in the POM, and shall not amend, suspend, abrogate or waive any provisions of the POM without prior written approval of the Association. In case of any inconsistency between the provisions of the POM and those of this Agreement, those of this Agreement shall prevail.

3. The Recipient shall, through MOTR, not later than one (1) month after the Effective Date:

   (a) establish and thereafter maintain two working groups to provide technical support for matters concerning tourism and aviation during Project implementation, with responsibilities acceptable to the Association and set forth in the POM;

   (b) without limitation to the provisions of Section I.A.1 above, employ or contract the services of a financial management specialist under terms of reference and with qualifications and experience satisfactory to the Association; and

   (c) upgrade the accounting software for the Project's financial reports in a manner acceptable to the Association.

B. Annual Work Plans

1. Without limitation to the provisions in Section II of this Schedule, the Recipient shall, through MOTR, prepare in accordance with the terms of reference acceptable to the Association, and furnish to the Association not later than December 1 of each calendar year during the implementation of the Project, a work plan
containing all activities proposed for inclusion in the Project under the Project for the next calendar year, including:

(a) a detailed timetable for the sequencing and implementation of proposed Project activities;

(b) the types of expenditures required for such activities and a proposed financing plan (including the necessary funds and resources to be provided by the Recipient for such expenditures);

(c) any training activities that may be required under the Project; and

(d) the reference to each Safeguard Document applicable to said activities in accordance with the provisions of Section I.C of this Schedule 2 and the proposed approach to ensure preparation and implementation of said Safeguard Document during the relevant year.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with them on each such proposed work plan; and, thereafter ensure that the Project is implemented with due diligence during said following calendar year in accordance with such work plan as shall have been approved by the Association.

3. The Recipient shall not make any material change to the approved Annual Work Plan without prior approval in writing by the Association.

C. Safeguards.

1. The Recipient shall, through the IPIG, ensure that:

(a) the Project is carried out in accordance with the respective Safeguards Documents;

(b) for each activity under the Project for which the ESIA and the RPF provide for the preparation of a Site-specific ESMP and/or RAP:

(i) proceed to have such ESMP as appropriate: (A) prepared and disclosed in accordance with the ESIA; (B) consulted upon adequately with people affected by the Project as per the ESIA, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity;

(ii) proceed to have such RAP: (A) prepared and disclosed in accordance with the RPF; (B) consulted upon adequately with people affected by the Project as per the RPF, and submitted to the Association for review
and approval; and (C) thereafter adopted, prior to implementation of the activity; and

(iii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Site-specific ESMP and/or RAP in a manner satisfactory to the Association;

(c) prior to carrying out activities which involve displacement of Affected Persons, take all measures satisfactory to the Association to implement the RAPs in a timely manner. To this end, the Recipient shall ensure that: (i) Affected Persons shall be compensated at full replacement cost, resettled, and provided with resettlement assistance in accordance with the RAPs; and (ii) the implementation, monitoring and evaluation of such RAPs is completed and reported in a manner satisfactory to the Association.

2. The Recipient shall, through IPIG, maintain, throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement determinations made by such mechanism in a manner satisfactory to the Association.

3. The Recipient shall, through IPIG, ensure that the obligation to comply with the relevant Safeguard Documents are incorporated: (a) in the contracts between the Recipient, through the IPIG, and the relevant contractors and consultants supervising the Project's activities; (b) in the contracts between the relevant contractors and the contractors' subcontractors.

4. The Recipient, through the MOTR, shall not amend, suspend or waive, or permit to be amended, suspended or waived, any provision of Safeguard Documents without the prior written approval of the Association.

5. In the event that any provision of the Safeguards Documents shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

Section II. **Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.
Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting 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 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions set forth in the Annex to this Schedule 2; (b) Shopping; and (c) Direct Contracting.

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 methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed
Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works under Part A of the Project</td>
<td>19,700,000</td>
<td>8,245,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Works for Parts B and C of the Project and goods, non-consulting services, consultants’ services, Training and Incremental Operating Costs for the Project</td>
<td>0</td>
<td>11,455,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.

2. The Closing Date is November 30, 2024.
ANNEX TO SCHEDULE 2

Modifications to National Competitive Bidding Procedures

The procedure to be followed for National Competitive Bidding shall be the “Single-Stage Bidding” method set forth in the Public Procurement Law of the Recipient dated April 3, 2015 № 72 (the “PPL”) provided, however, that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of the Procurement Guidelines and the following additional provisions:

1. Procuring entities shall use the appropriate standard bidding documents, including forms of contract acceptable to the Association, which shall be prepared so as to ensure economy, efficiency, transparency and broad consistency with the provisions of Section I of the Procurement Guidelines.

2. The eligibility of bidders shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section I of the Procurement Guidelines.

3. No restrictions in respect of eligibility to participate in bidding for contracts shall be placed on the basis of nationality of the bidder and/or the origin of goods other than those imposed by primary boycotts.

4. Foreign bidders shall be allowed to participate in National Competitive Bidding procedures without restrictions of any kind.

5. No preference of any kind shall be applied for domestic bidders and/or for domestically manufactured goods.

6. Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids.

7. Foreign firms shall not be required to associate with a local partner in order to bid as a joint venture, and joint venture partners shall be jointly and severally liable for their obligations.

8. Government-owned enterprises in the Recipient’s territory shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent agencies of the Recipient or sub-recipient. Such enterprises shall be subject to the same bid and performance security requirements as other bidders.
9. Prequalification procedures acceptable to the Association shall be used for large, complex and/or specialized projects.

10. Bidders shall be given at least thirty (30) days from the date of the invitation to bid or the date of availability of bidding documents, whichever is later, to prepare and submit bids.


12. An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the expiration date and for a minimum period required to complete the evaluation or award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior concurrence of the Association.

13. Bids shall be opened in public, immediately after the deadline for their submission in accordance with procedures stated in the bidding documents. No bids should be rejected at bid opening unless they are late/submitted after the stipulated deadline.

14. Evaluation of bids shall be made in strict adherence to the quantifiable criteria declared in the bidding documents. Qualification criteria for bid evaluation shall be applied on a pass or fail basis. Evaluation criteria other than price shall be quantified in monetary terms.

15. Bids that are not substantially responsive to the technical specifications, contract conditions, or other critical requirements in the bidding documents shall be rejected.

16. Bid evaluations shall be confidential, and bidding committee meetings shall not be open to bidders and/or their representatives.

17. Post-qualification criteria shall only pertain to past contract performance, financial and technical capabilities of bidders.

18. Contracts shall be awarded to the bidder who submits the lowest-evaluated, substantially-responsive bid, and who is determined to be qualified to perform the contract in accordance with pre-defined and pre-disclosed evaluation criteria. No negotiation as to the price or substance of the bid shall take place.

19. If the procuring entity fails to conclude a contract with the lowest evaluated bidder, a contract may be awarded to the qualified bidder who is next ranked and whose bid is found substantially responsive. All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the Association’s prior concurrence.
20. Bidders shall be given at least twenty-eight (28) days from the receipt of notification of contract award to submit performance securities.

21. Each bidding document and contract financed out of the proceeds of the Financing shall include provisions stating the Association’s policy to sanction firms or individuals, found to have engaged in fraud and/or corruption as defined in the paragraph 1.16(a) of the Procurement Guidelines. The Association will sanction a firm or an individual, at any time, in accordance with prevailing Association sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded an Association-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded an Association-financed contract.

22. In accordance with the paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the Association to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association. Acts intended to materially impede the exercise of the Association’s inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

23. Complaints related to the procurement process shall be handled in accordance with the provisions of the Procurement Guidelines.
**SCHEDULE 3**

*Repayment Schedule*

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each February 15 and August 15, commencing February 15, 2025 to and including August 15, 2056</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.
APPENDIX

Section I. Definitions


2. Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants,” dated October 15, 2006 and revised in January 2011.

3. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

4. “Category” means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.

5. “CAA” means the Civil Aviation Agency established and operating pursuant to the Air Code and the Civil Aviation Agency’s Regulations, MOTR’ agency exercising state regulation, special executive, supervision, regulating and other functions in civil aviation area.


8. “Department of Tourism” means the department established within the Recipient’s MOCIT responsible for tourism development, or any successor thereto.

9. “Environmental and Social Impact Assessment” or “ESIA” means the environmental and social impact assessment, dated May 17, 2018, prepared, updated and disclosed in-country by the Recipient on May 17, 2018, and through Infosshop on May 17, 2018, satisfactory to the Association, consisting of, inter alia: (i) a detailed description of the sites where the Project activities are to be carried out; (ii) the potential and actual adverse environmental impacts of the activities referred to under paragraph (i) above; and (iii) a Site-specific EMP setting out good practices and measures to be taken during the implementation and operation of the
Project to mitigate, eliminate or otherwise offset adverse environmental impacts under the Project.


11. "ICAO Standards and Recommended Practices" means the technical specifications adopted by the Council of ICAO in accordance with Article 37 of the Convention on International Civil Aviation entered into force on April 4, 1947, and referred to in the Article 10. 3 of the Air Code.

12. "Incremental Operating Costs" means the incremental operating expenditures incurred by the IPIG on account of the Project implementation, management, monitoring and evaluation, including salaries of contractual staff (but excluding salaries of officials of the Recipient’s civil service) and the associated Social Charges, office rent, office materials and supplies, utilities, communication costs, transport and vehicle maintenance costs, support for information systems, translation costs, bank charges and travel and per diem costs of the IPIG’s staff and other reasonable expenditures directly associated with implementation of the Project activities, all based on an annual budget acceptable to the Association.

13. "IPIG" means the World Bank Investment Project Implementation Group (WB IPIG) established within MOTR on October 19, 2017, pursuant to the Order of the Ministry of Transport and Roads of the Recipient No.182 dated May 23, 2017, for purposes of day-to-day Project management and referred to in Section I.A.1. of Schedule 2 to this Agreement or any successors thereto.


15. "Kyrgyz Aviation Institute" means the Recipient’s higher educational institution of MOTR implementing professional educational programs of higher, post-graduate, supplementary, vocational and general secondary education established pursuant to the Resolution of the Government of the Recipient No. 788 dated December 6, 2017.

16. "MOCIT" means the Recipient’s Ministry of Culture, Information and Tourism, or any successors thereto.

17. "MOTR" means the Recipient’s Ministry of Transport and Roads or any successors thereto.

19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 12, 2018, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.


21. “Project Operational Manual” or “POM” means the manual prepared by the MOTR, satisfactory to the Association, and to be adopted pursuant to Section 4.01 to this Agreement, and setting forth rules, methods, guidelines and procedures for the carrying out of the Project, including, inter alia: (a) detailed description of the Project and institutional arrangements for its implementation; (b) monitoring, evaluation, reporting, and governance procedures for the Project; (c) disbursement, financial management, auditing and safeguards procedures for the Project; (d) procurement rules, procedures, and standard bidding documents for the Project; (e) the content of the Project anti-corruption plan; (f) modalities for documentation and information management; and (g) criteria for verification.

22. “Resettlement Action Plan” or “RAP” means the site-specific documents, to be adopted by the Recipient, pursuant to paragraph 1 of Section I.C (b) of Schedule 2 to this Agreement, and satisfactory to the Association, containing, inter alia, a program of actions, measures and policies for compensation and resettlement of persons, including compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms for the site.

23. “Resettlement Policy Framework” or “RPF” means the document dated February 2018, prepared and endorsed by the Recipient and disclosed in-country, and through InfoShop on February 21, 2018, setting forth resettlement procedures, institutional arrangements, eligibility criteria, entitlements and compensation, including valuation procedures, public consultation and participation, monitoring and evaluation and disclosure criteria to be applied in preparing a Resettlement Action Plan.

24. “Safeguards Documents” means collectively or individually the Environmental and Social Impact Assessment (ESIA), the Resettlement Policy Framework (RPF)
as well as the Site-specific Environmental Management Plans (EMPs) and the Resettlement Action Plans (RAPs) prepared in connection with the Project.

25. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.

26. “Site-specific Environmental and Social Management Plan” or “Site-specific ESMP” means any of the Recipient’s site-specific environmental and social management plans, acceptable to the Association to be prepared during the Project implementation in accordance with the ESIA, approved by the Association, describing environmental mitigation, monitoring and institutional measures for any of the activities financed under the Project; and “Site-specific ESMPs” means the plural thereof.

27. “Social Charges” means any payments, premia, or contributions for health benefits, unemployment benefits, disability insurance, workers’ compensation benefits, retirement (pension or social security) benefits, and life insurance, which constitute payment for the drawdown of future benefits to the staff concerned.


29. “Taxes” means all government imposed taxes and tariffs, including mandatory insurance contributions and taxes imposed on non-residents.


31. “Training” means expenditures (other than those for consulting services) incurred by the Recipient in connection with study tours, training courses, seminars, workshops and other training activities, not included under goods or service providers’ contracts, including costs of training materials, space and equipment rental, travel, per diem costs for trainees and trainers and trainers’ fees (as applicable), all based on an annual budget satisfactory to the Association.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:
1. Section 5.13 (Procurement) is deleted in its entirety and the remaining section in Article V is renumbered accordingly.

2. Paragraphs 84 (Procurement Plan) and 85 (Procurement Regulations) in the Appendix are deleted in their entirety and the subsequent paragraphs are renumbered accordingly.