

**OFFICIAL
DOCUMENTS**

CREDIT NUMBER 5782-TJ

Financing Agreement

(Real Estate Registration Project)

between

REPUBLIC OF TAJIKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *April 28*, 2016

FINANCING AGREEMENT

AGREEMENT dated *April 28*, 2016, entered into between REPUBLIC OF TAJIKISTAN (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to seven million three hundred thousand Special Drawing Rights (SDR 7,300,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are May 15 and November 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 objective of the Project. To this end, the Recipient shall cause SUERIP to carry out the Project in accordance with the provisions of Article IV of the General Conditions and the Subsidiary Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) Any legislation of the Recipient that affects real estate administration has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the carrying out of the Project.
 - (b) The Decree on State Registration Issues No. 88 of 2013, which established SUERIP, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of SUERIP to perform any of its obligations under the Subsidiary Agreement.
 - (c) SUERIP shall have failed to comply with any of its obligations under the Subsidiary Agreement.
 - (d) The Project Operational Manual (“POM”) shall have been amended, suspended, abrogated or waived so as to affect materially and adversely, in the opinion of the Association, the carrying out of the Project.
- 4.02. The Additional Events of Acceleration consist of the following:

Any event specified in paragraphs (a), (b), (c) and (d) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement shall have been executed on behalf of the Recipient, by the Ministry of Finance, SCLMG and SUERIP under terms and conditions acceptable to the Association;
 - (b) SUERIP shall have, under terms of reference and in a manner acceptable to the Association: (i) installed and adapted appropriate accounting software for Project accounting, budgeting and reporting; and (ii) contracted for adequate training as needed on the accounting system;
 - (c) SUERIP shall have hired a financial management consultant, with qualifications and under terms satisfactory to the Association to be responsible for Project financial management functions; and
 - (d) SUERIP shall have adopted the Project Operational Manual (including, specifically, the financial management chapter that sets forth the Project's financial reporting, accounting, internal controls and disbursement policies and procedures, budgeting and planning mechanisms, and funds flow and audit arrangements) in a manner acceptable to the Association.
- 5.02. The Additional Legal Matter consists of the following:
- The Subsidiary Agreement has been duly authorized and executed by the Recipient, SCLMG and SUERIP and is legally binding upon the Recipient, as represented by the Ministry of Finance, and SUERIP in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the Minister of Finance.

6.02. The Recipient's Address is:

Ministry of Finance
3 Akademikho Rajabovho
Dushanbe, 734025
Republic of Tajikistan

(992-372) 213320

6.03. The Association's Address is:

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

Telex:

248423 (MCI)

Facsimile:

1-202-477-6391

AGREED at Dushanbe, Republic of Tajikistan, as of the day and year first above written.

REPUBLIC OF TAJIKISTAN

By:



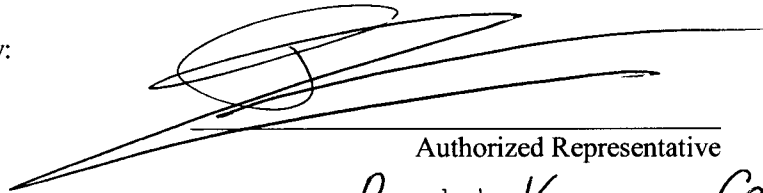
Authorized Representative

Name: Abdusalom Qurboniyon

Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: Patricia Veerers-Carter

Title: Country Manager

SCHEDULE 1

Project Description

The objective of the Project is to support the Recipient in the implementation of a reliable, transparent and efficient real estate registration system nationwide.

The Project consists of the following components:

Component A: Real Estate Registration System Development

Subcomponent A.1. Physical Infrastructure

- (a) Renovation, remodeling and refurbishment of selected SUERIP offices and internal space, including the creation of training facilities within SUERIP offices, and improvement of customer areas and their access.
- (b) Provision of furniture and equipment for SUERIP offices, including customer areas and training facilities.

Subcomponent A.2. Improving Customer Services and Transparency

- (a) Development of a manual on land registration related regulatory framework.
- (b) Reviewing and streamlining of land registration procedures and business processes.
- (c) Development and publication of service standards and a code of conduct and ethics, and provision of related training.
- (d) Development and implementation of anti-corruption, good governance and transparency initiatives, including provision of related training.

Subcomponent A.3. Capacity Building

Provision of support for training activities, including:

- (a) conducting a training needs analysis for SUERIP, and developing a training strategy and plan; and
- (b) based on the results of (a) above, developing courses and the related course materials for, and providing the same to, SUERIP staff and other relevant parties.

Subcomponent A.4. Policy, Legal and Institutional Framework Development

Provision of consultants' services and training to support SUERIP in developing policy studies and proposals, and drafting a legislative and regulatory framework for land registration.

Component B: Software Development and Data Management

Subcomponent B.1. Software Development for Immovable Property Registration

- (a) Provision of support for the development of business analysis, business process documentation, data modeling and performance standards analysis, and re-engineering and design of process workflows to modernize the immovable property registration system.
- (b) Provision of support for the design and development of a system architecture for land registration, a sustainability plan and a disaster recovery strategy or plan, including: (i) software system development, testing, piloting, integration and operationalization; (ii) quality assurance and control; (iii) system installation and rollout; and (iv) to the extent possible, public web portal development.

Subcomponent B.2. Data Conversion

Provision of support in the digitizing of land registration paper documents, including:

- (a) preparing a data conversion plan;
- (b) establishing the processes and procedures for data conversion; and
- (c) providing necessary technology and relevant training to SUERIP staff.

Component C: Public Awareness and Education, Monitoring and Evaluation, and Project Management

Provision of goods, consultants' services, non-consulting services, training and Incremental Operating Costs, including the cost of Project audits, to support SUERIP in:

- (a) carrying out Project management activities, including procurement, financial management, and supervision of environmental safeguards;

- (b) monitoring and evaluating the Project activities, including carrying out the baseline survey, mid-term evaluation and final evaluation, and setting up a citizen feedback mechanism;
- (c) implementing public awareness and educational campaigns and outreach activities to inform the public about procedures, costs and benefits of land registration; and
- (d) strengthening SUEIP's Grievance Redress Mechanism.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall carry out the Project in accordance with the following institutional and other arrangements:

1. Without limitation to the provisions of Article IV of the General Conditions, and except as the Association shall otherwise agree, the Recipient shall: (a) ensure that the criteria, policies, procedures and arrangements set forth in the POM and in the EMF (including the requirements for consultation and disclosure) are applied by SUERIP, as the Project implementing agency; and (b) not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, any provision of the POM and the EMF, in a manner which, in the opinion of the Association, may materially and adversely affect the implementation of the Project.
2. (a) No later than sixty (60) days from the Effective Date, the Recipient shall cause SUERIP to establish, and thereafter maintain, during the implementation of the Project, an Implementation Group, with a composition, resources and terms of reference acceptable to the Association, to provide specialized Project management support and coordination, specifically in the areas of financial management, procurement, environmental safeguards, and monitoring and evaluation.

(b) The Recipient shall cause SUERIP to ensure that the Implementation Group staffing includes, *inter alia*, a Project coordinator, a monitoring and evaluation specialist, a financial management specialist, and a procurement specialist, all acceptable to the Association.
3. (a) No later than ninety (90) days from the Effective Date, the Recipient shall establish or cause to be established, and thereafter maintain or cause to be maintained, throughout the implementation of the Project, a Steering Committee responsible for overseeing the implementation of the Project and approving annual work plans and budgets.

(b) The Recipient shall ensure that the Steering Committee be chaired by the Chairman of the SCLMG and include representatives from various relevant agencies and ministries, as determined by the Recipient, in consultation with the Association, in adequate numbers and with qualifications and experience acceptable to the Association, and as set forth in the POM.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project by SUERIP, the Recipient shall extend the proceeds of the Financing to SUERIP under a subsidiary agreement (“Subsidiary Agreement”) between the Ministry of Finance on behalf of the Recipient, SCLMG and SUERIP, under terms and conditions approved by the Association, which shall include, *inter alia*:

- (a) SUERIP’s undertakings to carry out the Project in accordance with the provisions set forth in this Agreement, the POM, the Anti-Corruption Guidelines and the EMF;
- (b) the Financing amount;
- (c) the on-lending terms and conditions, which shall include the following:

the principal amount of the Financing made available under the Subsidiary Agreement shall be: (A) denominated in USD; (B) charged a fee of 3/4 of 1%, and a mark-up of 4.25% (to take into account currency fluctuations), on the principal amount withdrawn and outstanding from time to time; and (C) repayable over a period not exceeding sixteen (16) years from the date of the Subsidiary Agreement, inclusive of a grace period not exceeding four (4) years.

- (d) the Recipient’s right to protect its interests and those of the Association, including the right to:
 - (i) suspend or terminate SUERIP’s right to use the proceeds of the Financing, or obtain a refund of all or any part of the amount of the Financing then withdrawn, upon the SUERIP’s failure to perform any of its obligations under the Financing Agreement; and
 - (ii) require SUERIP to: (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (B) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association.

2. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Subsidiary Agreement or any of its provisions.

B. Anti-Corruption

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

C. Safeguards

1. The Recipient shall ensure, and cause SUEIP to ensure, that the Project is carried out in accordance with the EMF including the requirement of consultation and disclosure. The Recipient shall not assign, amend, abrogate, or waive the EMF or any provision thereof, without the prior approval of the Association.
2. For the purpose of carrying out any works under the Subcomponent A.1 of the Project, and prior to the commencement of the bidding process for any of said works, the Recipient shall prepare and submit to the Association, for its approval (i) the proposed design and site for said works, and the related Site-Specific EMPs or EMP checklists, satisfactory to the Association, and (ii) the proposed contract for said works to ensure that the provisions of the said Site-Specific EMPs or EMP checklists are adequately included in said contract, and ensure that such works are carried out in accordance with the pertinent Site-Specific EMP or EMP checklist (as the case may be).
3. The Recipient shall ensure, and cause SUEIP to ensure, that no works undertaken as part of the Project activities shall involve the Involuntary Taking of Land resulting in relocation or loss of shelter, loss of assets or access to assets, loss of income sources or means of livelihood, or involving the involuntary restriction of access to legally designated parks and protected areas.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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

2. By April 1, 2019, or such other date as the Association shall agree upon, the Recipient shall: (a) carry out jointly with the Association and SUEIRIP, a mid-term review of the implementation of the activities under the Project; and (b) immediately thereafter, act promptly and diligently to take, or cause to be taken, any corrective action as shall have been agreed with the Association.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain, or cause to be maintained, a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. The Recipient shall cause SUEIRIP to prepare and furnish to the Association, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance acceptable to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions and in accordance with the International Standards on Auditing. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods, 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 (“NCB”), subject to the following 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; and (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines 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

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (exclusive of VAT and customs duties and fees)
(1) Goods, works, non-consulting services, consultants’ services, Training and Incremental Operating Costs under the Project	7,300,000	100%
TOTAL AMOUNT	<u>7,300,000</u>	

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 seven hundred thirty thousand Special Drawing Rights (SDR 730,000) may be made for payments made prior to this date but on or after January 13, 2016, for Eligible Expenditures.
2. The Closing Date is April 30, 2021.

**ANNEX to SCHEDULE 2
NATIONAL COMPETITIVE BIDDING**

The procurement procedure to be followed for National Competitive Bidding (“NCB”) shall be the tendering with unlimited participation procurement method set forth in the Law “On Public Procurement of Goods, Works and Services”, No.168, dated March 3, 2006 (as amended by Law No. 815, the “Law of the Republic of Tajikistan on “Introduction of Amendments and Additions to the Law of the Republic of Tajikistan on ‘Public Procurement of Goods, Works and Services’” dated April 16, 2012) (“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 (as required by paragraphs 3.3 of the Guidelines) and the following paragraphs additional provisions:

Participation in bidding

1. Eligibility: Eligibility of bidders to participate in a procurement process and to be awarded an Association-financed contract 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.
2. Domestic Preference: No domestic preference shall be applied in bid evaluation on the basis of bidder nationality, the origin of goods, services or labor, and/or preferential programs.
3. Bidding Documents: Procuring entities shall use the appropriate standard bidding documents acceptable to the Association, which documents shall be prepared so as to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines. Until a modified version of the Recipient’s standard bidding documents has been approved by the Association, the Association’s sample NCB bidding documents for the Europe and Central Asia Region shall be used.
4. Bid Validity: The bid validity period required by the bidding documents shall be sufficient to account for any period that may be required for the approval and registration of the contract as contemplated in the PPL. An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation, award a contract, and/or complete the registration process. No further extensions shall be requested without the prior written concurrence of the Association.
5. Qualification: Qualification criteria shall be clearly specified in the bidding documents. All criteria so specified, and only such specified criteria, shall be used

to determine whether a bidder is qualified. Qualification shall be assessed on a “pass or fail” basis, and merit points shall not be used. Such assessment shall be based entirely upon the bidder’s or prospective bidder’s capability and resources to effectively perform the contract, taking into account objective and measurable factors, including: (a) relevant general and specific experience, and satisfactory past performance and successful completion of similar contracts over a given period; (b) financial position; and where relevant (c) capability of construction and/or manufacturing facilities.

Prequalification procedures and documents acceptable to the Association shall be used for large, complex and/or specialized works contracts. Verification of the information upon which a bidder was prequalified, including current commitments and the bidder’s capability with respect to personnel and equipment, shall be carried out at the time of contract award. In the procurement of goods and works where prequalification is not used, the qualification of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying the qualification criteria stated in the bidding documents.

6. Guarantees: Guarantees shall be in the format specified in the bidding documents. The bid guarantee shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested.
7. Bid Submission and Bid Opening: Prospective bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids may be delivered by mail or by hand. Bids shall be opened in public immediately after the deadline for their submission. The minutes of bid opening shall be signed by the members of the bidding committee immediately after bid opening. A copy of the bid opening minutes shall be promptly provided to all bidders who submitted bids, and to the Association with respect to contracts subject to the Association’s prior review. No bids shall be rejected at bid opening.
8. Bid Evaluation and Award of Contracts: Bidders shall not be allowed to be present during bid evaluation, and no information relating to the evaluation of bids shall be disclosed to bidders until the bidders are notified of the contract award.

Evaluation criteria shall be clearly specified in the bidding documents. Evaluation of bids shall be made in strict adherence to the criteria specified in the bidding documents. All bid evaluation criteria other than price shall be quantifiable in monetary terms. Merit points shall not be used, and no minimum point or percentage value shall be assigned to the significance of price, in bid evaluation. Bidders shall not be eliminated on the basis of minor, nonmaterial deviations. Contracts shall be awarded to the qualified bidder whose bid has been determined: (i) to be substantially responsive to the bidding documents; and (ii) to offer the lowest-evaluated cost.

A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

9. Cost Estimates: Cost estimates shall be confidential and shall not be disclosed to prospective bidders. No bids shall be rejected on the basis of comparison with the cost estimates and/or budget ceiling without the Association's prior written concurrence.
10. Rejection of Bids and Re-bidding: No bids shall be rejected solely because they exceed the estimated cost. 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 written concurrence.
11. Contract Modifications: With respect to contracts subject to the Association's prior review, the Recipient shall obtain the Association's no objection before agreeing to: (i) a material extension of the stipulated time for performance of a contract; (ii) any substantial modification of the contract scope of services or other significant changes to the terms and conditions of the contract; (iii) any variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increases the original contract amount by more than fifteen percent (15%); or (iv) the proposed termination of the contract. A copy of all contract amendments shall be provided to the Association.
12. Fraud and Corruption: The bidding documents and contract as deemed acceptable by the Association shall include provisions stating the Association's policy to sanction firms or individuals, found to have engaged in fraud and corruption as defined in the Procurement Guidelines.
13. Inspection and Audit Rights: In accordance with 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, to 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.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15, commencing May 15, 2022, to and including November 15, 2053.	1.5625%

* 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 3.03 (b) of the General Conditions.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
4. “EMP” means an Environmental Management Plan, a document prepared by SUERIP, based on the EMF (as the term is defined herein), and acceptable to the Association, in respect of works to be undertaken by SUERIP under the Project, detailing measures to manage the potential environmental risks and to mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of activities under the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as the same may be amended and supplemented from time to time with the Association’s prior written approval.
5. “Environmental Management Framework” or “EMF” means the Recipient’s framework dated August 12, 2015, acceptable to the Association, prepared and endorsed by the Recipient and disclosed in-country, and through Infoshop on August 12, 2015, setting forth the guidelines and procedures to carry out and assess the environmental impacts (including impacts on physical cultural resources) of works to be performed, including guidelines on how to reduce, mitigate and/or offset adverse impacts and enhance positive impacts, and information on main roles and responsibilities for addressing the pertinent impacts, as such framework may be amended from time to time with the agreement of the Association.
6. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
7. “Grievance Redress Mechanism” means the Recipient’s system aimed to receive grievances related to, or associated with, SUERIP operations.
8. “Implementation Group” means a Project implementation group established within SUERIP for overall coordination and management of the Project, referred to in Section I.A.2 of Schedule 2 to this Agreement.

9. “Incremental Operating Costs” means incremental expenditures incurred by SUERIP on account of Project implementation, management and monitoring, including: transportation and travel costs, lodging and *per diem* for field trips related to Project implementation, at the rates specified under the financial management requirements set forth in the POM; vehicle rental and fuel costs; supplies and utilities; mail, advertisement costs, translation and interpretation costs, commercial bank charges, communication costs, printing and publication costs, office rental, moving expenses, office equipment, maintenance and repair, and other miscellaneous costs directly associated with the Project, as such costs shall be agreed with the Association on an annual basis, but excluding salaries of officials and/or employees of the Recipient’s civil service as well as any Social Charges on their salaries.
10. “Involuntary Taking of Land” means actions to take Land (as the term is defined herein) without the displaced person’s informed consent or power of choice.
11. “Land” means land including anything growing on or permanently affixed to said land, such as buildings and crops.
12. “PPL” means the Recipient’s Law “On Public Procurement of Goods, Works and Services” as defined in the Annex to Schedule 2 of this Agreement.
13. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
14. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 22, 2016 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.
15. “Project Operational Manual” or “POM” means the manual acceptable to the Association, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, including a manual of financial procedures, consistent with the provisions of this Agreement, as the same may be amended and supplemented from time to time with the Association’s prior written approval.
16. “Site-specific Environmental Management Plan” or “Site-specific EMP” means a site-specific EMP (as the term is defined herein) in respect to site-specific works to be undertaken by SUERIP under the Project, and detailing measures to manage the potential site-specific environmental risks.
17. “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.

18. "Steering Committee" means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.
19. "SCLMG" means the Recipient's State Committee for Land Management and Geodesy, established by the Recipient's Government Resolution No. 134, dated February 28, 2014, or any legal successor or successors thereto.
20. "Subsidiary Agreement" means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Association.
21. "SUERIP" means the Recipient's State Unitary Enterprise for Registration of Immovable Property, established by Decree on State Registration Issues No. 88 of 2013, or any legal successor or successors thereto.
22. "Training" means expenditures (other than those for consultants' services) incurred for Project-related 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, accommodation and *per diem* costs of trainees and trainers and trainers' fees, and other training related miscellaneous costs, all based on an annual budget agreed with the Association.