KP / FATA / Balochistan Multi-Donor Trust Fund
Grant Agreement

(Second Additional Financing for Khyber Pakhtunkhwa Emergency Roads Recovery Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/
INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the
KP / FATA / Balochistan Multi-Donor Trust Fund

Dated may 30, 2014
AGREEMENT dated, May 30, 2014, entered into between: SLAMIC REPUBLIC OF PAKISTAN ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively, "World Bank"), acting as administrator of the Khyber Pakhtunkhwa ("KP") / Federally Administered Tribal Areas ("FATA") / Balochistan Multi-Donor Trust Fund, for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the Project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall cause the Project to be carried out by the Pakhtunkhwa Highways Authority ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to nine million Dollars ($9,000,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the above-mentioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the above-mentioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The Member Country has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

(b) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.

(c) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any Project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in
connection with the use of the proceeds of a financing made by such financier.

(d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

(e) Khyber Pakhtunkhwa Province's Notification Number Legis.: 1-(15)/71 dated August 29, 2001 pursuant to which the Project Implementing Entity has been established and is operating has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

Article V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Secretary, Additional Secretary, Joint Secretary, Deputy Secretary or Section Officer of the Economic Affairs Division of the Ministry of Economic Affairs and Statistics, each of such persons acting individually.

5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Economic Affairs Division
Ministry of Economic Affairs and Statistics
Islamabad
Pakistan

Facsimile:
92-51-921-8976

5.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development/
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
AGREED at Islamabad, Islamic Republic of Pakistan, as of the day and year first above written.

ISLAMIC REPUBLIC OF PAKISTAN

By: Nargis Sethi
Authorized Representative
Name: Nargis Sethi
Title: Secretary, EAD

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the KP / FATA / Balochistan Multi-Donor Trust Fund

By: Rachid Benmessaoud
Authorized Representative
Name: Rachid Benmessaoud
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to enable the population along the Project corridor to benefit from year-round improved access and mobility through the reconstruction of priority damaged roads and bridges in conflict-hit areas.

The Project consists of the following parts:

1. **Infrastructure Rebuilding**
   
   (a) Widening and reconstruction of approximately 10.7 kilometers of Provincial Highway S-3B, including work on related structures, from Chakdara to Shamozai.
   
   (b) Associated: (i) relocation of utility lines and structures; and (ii) resettlement and rehabilitation, including compensation, of Project Affected Persons, including through the provision of Involuntary Resettlement Payments.

2. **Project Management**
   
   (a) Contract administration in relation to works and supervision of construction under the Project.
   
   (b) Independent monitoring and validation of environmental parameters under the Project and implementation of Safeguards Instruments.
   
   (c) Other Project management activities, including through the financing of Operating Costs.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Provincial Steering Committee

1. The Recipient shall be responsible for Project policy and strategic orientation through the Provincial Steering Committee.

2. To this end, the Recipient shall maintain, throughout Project implementation, the Provincial Steering Committee, comprising, inter alia, the Additional Chief Secretary of Khyber Pakhtunkhwa Province as chair, the Secretary of the Finance Department, the Secretary of the Communication and Works Department, the Commissioner of Malakand Division, the Director General of the Provincial Relief, Rehabilitation, and Settlement Authority, the Managing Director of the Project Implementing Entity, and the Project Director, and with an institutional framework, functions, and resources satisfactory to the World Bank.

B. On-granting

1. To facilitate the carrying out of the project, and prior to the award of any contract for the implementation thereof, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity on a non-reimbursable basis in accordance with the Recipient’s on-granting and budgetary policies and procedures.

2. Notwithstanding paragraph 1 above, in the event of a conflict between the on-granting and budgetary policies and procedures of the Recipient and the provisions of this Agreement, including such additional instructions as the World Bank shall have specified by notice to the Recipient pursuant to Section IV.A of this Schedule, the provisions of this Agreement, including said additional instructions, shall govern.

3. The Recipient shall exercise its rights under the on-granting arrangements referred to in paragraph 1 above in such a manner as to protect its interests and those of the World Bank and to accomplish the purposes of the Grant, and, except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, such rights.
C. Anti-Corruption

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

D. Donor Visibility, Visit, and Use

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Donors to visit any part of the Recipient’s territory for purposes related to the Project.

3. Notwithstanding the right of the respective author, the Recipient, or the Project Implementing Entity to copyright any books, publications, or other copyrightable materials developed in the course of implementation of or under this Agreement, the Recipient shall grant, and shall cause the Project Implementing Entity to grant, to the Donors, upon the World Bank’s request, a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such materials for government purposes.

E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Safeguards Instruments, and, except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. The Recipient shall ensure that, except as the World Bank shall otherwise agree in writing, no land acquisition is carried out under the Project pursuant to the emergency provisions (Section 17) of the Land Acquisition Act.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis
of the indicators set forth in the Results Framework. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Midterm Review

The Recipient shall:

(a) carry out jointly with the World Bank and the Project Implementing Entity, not later than nine (9) months, or such other period as may be agreed with the World Bank, after the Effective Date, a midterm review to assess the status of Project implementation, as measured against the indicators set forth in the Results Framework. Such review shall include an assessment of the following: (i) overall progress in implementation; (ii) results of monitoring and evaluation activities; (iii) progress on procurement and disbursement; (iv) progress on implementation of safeguards measures; (v) implementation arrangements; and (vi) the need to make any adjustments to the Project and reallocate funds to improve performance;

(b) to this end, cause the Project Implementing Entity to prepare and furnish to the Recipient and the World Bank, at least one (1) month before such review, a report, in scope and detail satisfactory to the World Bank and integrating the results of the monitoring and evaluation activities performed pursuant to Section II.A.1 of the Schedule to the Project Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and

(c) review such report jointly with the World Bank and the Project Implementing Entity and thereafter cause the Project Implementing Entity to take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of such report and the World Bank’s views on the matter.
C. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall cause the Project Implementing Entity to have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Project Implementing Entity. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All works and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:


   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank 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 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. The following methods, other than International Competitive Bidding, may be used for procurement of works for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions set out in the Annex to this Schedule; (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 assignments 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 the Consultants' Qualifications; (e) Single-Source Selection of firms; (f) Selection of Individual Consultants; and (g) Single-Source Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of Grant Proceeds

A. General

The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank and as made applicable to this Agreement pursuant to such instructions), to finance one
hundred percent (100%) (inclusive of Taxes) of Eligible Expenditures, consisting of works, consultants’ services (including for audits), land, Involuntary Resettlement Payments, and Operating Costs under the Project.

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 $1,500,000 equivalent may be made for payments made prior to this date but on or after October 1, 2013, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2015.
National Competitive Bidding: Additional Provisions

The procedures applicable to the procurement of works under contracts awarded on the basis of National Competitive Bidding shall be those set out in Rules 18-22, 24, 31, 35, and 36 of the North-West Frontier Province Public Procurement Rules, with the modifications set out below in order to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines, pursuant to paragraph 3.3 of said Guidelines. In the event of a conflict between the Recipient’s procedures and the modifications set out below, the latter shall govern.

(i) Invitations to bid shall be advertised in at least one (1) national newspaper with a wide circulation, at least fifteen (15) days prior to the deadline for the submission of bids.

(ii) Bid documents shall be made available, by mail or in person, to all who are willing to pay the required fee.

(iii) Foreign bidders shall not be precluded from bidding, and no preference of any kind shall be given to national bidders in the bidding process.

(iv) Bidding shall not be restricted to pre-registered firms.

(v) Qualification criteria shall be stated in the bidding documents.

(vi) Bids shall be opened in public, immediately after the deadline for the submission of bids.

(vii) Single bids shall also be evaluated.

(viii) Bids shall not be rejected merely on the basis of a comparison with an official estimate without the prior written agreement of the World Bank.

(ix) Before rejecting all bids and soliciting new bids, the World Bank’s prior written agreement shall be obtained.

(x) Contracts shall not be awarded on the basis of nationally negotiated rates.

(xi) Contracts shall be awarded to the lowest evaluated and qualified bidder.

(xii) Post-bidding negotiations shall not be allowed with the lowest evaluated or any other bidder.
(xiii) Bids for contracts for works shall be solicited, and such contracts awarded, on the basis of unit price, and not a composite schedule of rates.

(xiv) Draft contracts shall be reviewed by the World Bank in accordance with prior review procedures.

(xv) A firm declared ineligible by the World Bank, based on a determination by the World Bank that the firm has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or executing a World Bank-financed contract, shall be ineligible to be awarded a World Bank-financed contract during the period of time determined by the World Bank.

(xvi) Each contract financed from the proceeds of the Grant shall provide that the suppliers, contractors, and subcontractors shall permit the World 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 World Bank. The deliberate and material violation by the supplier, contractor, or subcontractor of such provision may amount to an obstructive practice.

(xvii) State-owned enterprises shall be eligible to bid only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Recipient.

(xviii) The World Bank shall declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the World Bank if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or executing a contract financed by the World Bank.
APPENDIX

Definitions

1. "Balochistan" means the province of such name in the northwest of Pakistan or a successor thereto.

2. "Chakdara" means the village of such name in the north of Khyber Pakhtunkhwa (as hereinafter defined) or a successor thereto.

3. "Communication and Works Department" means the department of the government of Khyber Pakhtunkhwa Province (as hereinafter defined) responsible for the management of communications and works or a successor thereto.

4. "Contract Administration and Construction Supervision Manual" means the manual, dated December 22, 2011 and agreed with the Project Implementing Entity, of the consultant referred to in Section I.A.9 of the Schedule to the Project Agreement, setting forth routines and standard operating procedures, based on internationally recognized practice, for contract administration in relation to works and construction supervision under the Project, as the same may be modified from time to time with the prior written agreement of the Project Implementing Entity, and such term includes any annexes, appendices, or schedules to such manual.

5. "Environmental and Social Screening and Assessment Framework" means the World Bank's framework, dated December 2010, agreed with the World Bank and setting forth guidelines relating to mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental and social impacts of projects under the KP/FATA/Balochistan Multi-Donor Trust Fund (as hereinafter defined), offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such framework.

6. "Environmental Management Plan" means the Project Implementing Entity's plan, dated March 12, 2014, and agreed with the World Bank, setting forth mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental impacts of activities to be implemented under the Project, offset them, or reduce them to acceptable levels, or enhance positive impacts, in accordance with the provisions of the Environmental and Social Screening and Assessment Framework (as hereinafter defined), as the same may be modified from time to
time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such plan.

7. "FATA" or "Federally Administered Tribal Areas" means the area of such name in the northwest of Pakistan or a successor thereto.

8. "Field Implementation Unit" means the Project Implementing Entity's unit, established and operating pursuant to its Letter No. 78/CMRP-11/ERRP-MDTF/FHA dated June 15, 2011, or a successor thereto.

9. "Finance Department" means the department of the government of Khyber Pakhtunkhwa Province responsible for the management of finance or a successor thereto.

10. "Finance Section" means the Project Implementing Entity's section responsible for the management of finance or a successor thereto.

11. "Financial Management Manual" means the Recipient's manual, dated March 2012 and agreed with the World Bank, setting out financial management and disbursement arrangements for purposes of projects under the KP/FATA/Balochistan Multi-Donor Trust Fund, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such manual.

12. "Involuntary Resettlement" means: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of the affected person.

13. "Involuntary Resettlement Payments" means cash payments made to Project Affected Persons (as hereinafter defined) under Part 1(b) of the Project prior to the carrying out of Involuntary Resettlement under the Project, for purposes of compensation for the direct economic and social impacts caused by such Involuntary Resettlement, assistance during relocation, and/or transitional support following displacement until estimated restoration of livelihoods and standards of living.

14. "KP" or "Khyber Pakhtunkhwa" means the province of such name in the northwest of Pakistan or a successor thereto.

15. "Khyber Pakhtunkhwa Province" means the Recipient's administrative subdivision of that name in the northwest of its territory or a successor thereto.
16. “KP / FATA / Balochistan Multi-Donor Trust Fund” means the multi-donor trust fund, approved by the Board of Executive Directors of the World Bank on January 15, 2010 and administered by the World Bank, the objective of which is to support the implementation of a program of reconstruction and development aimed at facilitating the recovery of affected regions in KP, FATA, and Balochistan from the impact of armed conflict and reducing the potential for escalation or resumption, or a successor thereto.

17. “Land Acquisition Act” means the Recipient’s Land Acquisition Act, 1894 (Act No. 1 of 1894), as amended from time to time.

18. “Malakand Division” means Khyber Pakhtunkhwa Province’s administrative subdivision of such name in the north of its territory or a successor thereto.

19. “North-West Frontier Province Public Procurement Rules” means the Recipient’s North-West Frontier Province Public Procurement Rules (SO) FR/9-7/2002 dated December 29, 2002 and applicable to procurement by Khyber Pakhtunkhwa Province or its agencies or enterprises.

20. “Operating Costs” means the incremental operating costs of the Project incurred by the Recipient, Khyber Pakhtunkhwa Province, or the Project Implementing Entity for purposes of Project management, implementation, and monitoring and evaluation, on account of office supplies and consumables, utilities, bank charges, communications, mass media and printing services, vehicle rental, operation, maintenance, and insurance, office space rental, building and equipment maintenance, domestic and international travel, lodging, and subsistence allowances, and salaries and salary supplements of contractual and temporary staff, but excluding salaries and salary supplements of members of the Recipient’s or Khyber Pakhtunkhwa Province’s civil service.

21. “Original Grant” means the grant in an amount equivalent to eight million Dollars ($8,000,000) extended by the World Bank, acting as administrator of the KP/FATA/Balochistan Multi-Donor Trust Fund, to the Recipient for the Original Project (as hereinafter defined) pursuant to the Original Grant Agreement (as hereinafter defined).

22. “Original Grant Agreement” means the KP / FATA / Balochistan Multi-Donor Trust Fund grant agreement for a Khyber Pakhtunkhwa Emergency Roads Recovery Project (Grant No. TF010112-PK) between the Recipient and the World Bank, acting as administrator of said Fund, dated August 23, 2011, as amended to the date of this Agreement.

23. “Original Project” means the Project described in the Original Grant Agreement.
24. “Original Project Agreement” means the KP / FATA / Balochistan Multi-Donor Trust Fund Project Agreement for a Khyber Pakhtunkhwa Emergency Roads Recovery Project (Grant No. TF010112-PK) between the World Bank, acting as administrator of said Fund, and the Project Implementing Entity, dated August 23, 2011, as amended to the date of this Agreement.

25. “Pakhtunkhwa Highways Authority” means Khyber Pakhtunkhwa Province’s authority, formerly known as the Frontier Highways Authority and established and operating pursuant to said Province’s Notification Number Legis.: 1-(15)/71 dated August 29, 2001, responsible for the management of the highway network in Khyber Pakhtunkhwa, or a successor thereto.

26. “Project Affected Persons” means persons who, on account of Project implementation, have experienced or would experience direct economic or social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.

27. “Project Management Unit” means the Project Implementing Entity’s unit, established and operating pursuant to its Letter No. 80/CMRP-12/ERRP-MDTF/FHA dated June 16, 2011, or a successor thereto.

28. “Project Steering Committee” means the Project Implementing Entity’s committee, established and operating pursuant to its Letter No. 76/CMRP-10/ERRP-MDTF/FHA dated June 15, 2011, or a successor thereto.

29. “Provincial Highway S-3B” means the Chakdara-Madyan segment, on the right bank of River Swat, of the Recipient’s provincial highway network, as defined in its Notification No. SOG/W&S/Notification/2006 dated December 2, 2006, in accordance with the provisions of Section 2 (l) of its Ordinance Notification Number Legis.: 1-(15)/71 dated August 29, 2001.

30. “Provincial Relief, Rehabilitation, and Settlement Authority” means Khyber Pakhtunkhwa Province’s authority, established and operating pursuant to its Notification No. SO(E-I)/E&AD/PaRRSA/2009 dated June 27, 2009, responsible for the management of provincial relief, rehabilitation, and settlement, or a successor thereto.

31. “Provincial Steering Committee” means Khyber Pakhtunkhwa Province’s committee, established and operating pursuant to its Notification No. Chief/F.AID/P&D/MDTF/604-14 dated June 8, 2011, or a successor thereto.
32. "Resettlement Plan" means the Project Implementing Entity’s plan, dated March 10, 2014, and agreed with the World Bank, setting forth mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the Project and resettlement and rehabilitation, including compensation, of Project Affected Persons, in accordance with the provisions of the Environmental and Social Screening and Assessment Framework, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such plan.

33. "Results Framework" means the Project Implementing Entity’s framework, dated November 8, 2013, and agreed with the World Bank, setting forth the indicators and targets for purposes of monitoring and evaluation of the Project, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such framework.

34. "Safeguards Instruments" means, collectively, the Environmental and Social Screening and Assessment Framework, the Environmental Management Plan, and the Resettlement Plan.

35. "Shamozai" means the village of such name in the north of Khyber Pakhtunkhwa or a successor thereto.