Loan Agreement

(Gansu Qingyang Urban Infrastructure Improvement Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated July 12, 2012
LOAN AGREEMENT

AGREEMENT dated ____, 2012 between PEOPLE'S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

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

ARTICLE II – LOAN

2.01. At the Borrower's request, the Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred million Dollars ($100,000,000) as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.

2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawal Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(e) of the General Conditions.

2.05. The Payment Dates are June 15 and December 15 in each year.
2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:

(i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency;

(ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and

(iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

(c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III – PROJECT

3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity (Gansu) in accordance with the provisions of Article V of the General Conditions and the Project Agreement.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall
ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV -- REMEDIES OF THE BANK

4.01. The Additional Event of Suspension consists of the following, namely, that Xifeng District or QWSSC shall have failed to perform any of their respective obligations under the QWSSC Agreement.

ARTICLE V -- EFFECTIVENESS; TERMINATION

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

ARTICLE VI -- REPRESENTATIVE; ADDRESSES

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

6.02. The Borrower's Address is:

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

Facsimile:

(86-10) 6855-1125

6.03. The Bank's Address is:

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

Cable address: Telex: Facsimile:

INTBAFRAD 248423(MCI) or 1-202-477-6391
Washington, D.C. 64145(MCI)
AGREED at Beijing, People's Republic of China, as of the day and year first above written.

PEOPLE'S REPUBLIC OF CHINA

By
Authorized Representative

Name: Zhang Wenzai
Title: Deputy Director-General

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By
Authorized Representative

Name: Klaus Rohland
Title: Country Director, China
SCHEDULE 1

Project Description

The objective of the Project is to assist Qingyang Municipality to improve selected urban infrastructure services, including urban roads and urban environmental services.

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

Part I. Urban Infrastructure Improvements

1. Urban Bypass:
   
   (a) construction of bypass roads of the southern section of the Xifeng District’s West Ring Road and the northern section of the Xifeng District’s East Ring Road with installation of associated pipes; and

   (b) construction of three connection roads to the two bypass corridors of the West Ring Road and the East Ring Road (connection road from the West Ring Road to the Provincial Highway 202, a section of the Anding Xi Road linking to the West Ring Road and a section of the Guxiang Road linking to the East Ring Road) with installation of associated pipes.

2. Integrated Road Corridor:

   (a) Improvement of three (3) selected main road corridors (Nan Bei Street, Anding Dong Xi Road, West Ring Road), including road pavement, traffic channelization, and lighting and greening, along with drainage and sewage system improvements;

   (b) rehabilitation of three (3) selected backstreets and small lanes for slow traffic (Nanyuar, Tianhe and Xifeng lanes); and

   (c) carrying out, as part of the design of the integrated road corridor, the Parking Action Plan, the Public Transport Action Plan; and the Traffic Safety, Education and Enforcement Action Plan.

3. Drainage and Sewage:

   (a) Construction of drainage and sewer mains for a section each of the Xifeng District’s West Ring Road, Anding East Road and Anding West Road;
(b) rehabilitation of sewage collection pipes in Xifeng District; and associated improvements of road pavement, street lighting and greening along these roads; and

4. **Waste Water Treatment Plant:**

Construction of:

(a) a new waste water and treatment plant in the eastern area of Xifeng District;

(b) a wastewater pumping station in the Xifeng District’s northern area; and

(c) wastewater trunks and collectors associated to the investments in 4(a) and (b) above.

**Part II. Institutional Strengthening and Capacity Building**

Provision of technical assistance for:

(a) carrying out of a water resource study covering, among others, water reuse, sub-basin water environment improvements and industrial wastewater discharge licenses in Xifeng District that support the ongoing investments of wastewater management;

(b) the improvement of the operation and maintenance capabilities of QWSSC and Xifeng Municipality’s Public Utility and Transportation Bureaus in the provision of urban infrastructure services in the key sectors of drainage and wastewater and urban road transport;

(c) capacity building and training for Qingyang Municipality’s and Xifeng District’s agencies involved in Project implementation;

(d) strengthening of QWSSC’s GIS-based system for the management of its drainage and wastewater pipes networks; and

(e) Strengthening the Qingyang Municipality’s capacity for Project management and construction supervision of the Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Financing Arrangements

1. The Borrower shall make available the proceeds of the Loan to the Project Implementing Entity (Gansu), under terms and conditions satisfactory to the Bank, including the following principal terms:

   (a) The principal amount shall be made available in Dollars (determined on the date, or respective dates, of withdrawal from the Loan Account) of the value of the currency or currencies so withdrawn.

   (b) The principal amount so made available (including an amount equal to the fee paid pursuant to Section 2.03 of this Agreement and for any caps and collars and interest during construction) shall be recovered over a period of twenty-five (25) years, inclusive of a grace period of five (5) years.

   (c) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.04 of this Agreement.

B. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Borrower shall monitor and evaluate, and cause the Project Implementing Entity (Gansu) to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth in Annex B of the Schedule to the Project Agreement. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than March 15 and September 15 each year, starting on March 15, 2013.
B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain, or cause to be maintained, a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank as part of the Project Report by not later than March 15 and September 15 in each year, commencing on March 15, 2013, interim un-audited financial reports for the Project covering the calendar semester, in form and substance satisfactory to the Bank.

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

Section III. Procurement

A. General

1. 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 Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of 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. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Borrower (other than goods manufactured in the Hong Kong Special Administrative Region or the Macau Special Administrative Region of the Borrower).

2. Other Methods of Procurement of Goods, Works and Non-Consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding. In addition, the procedures to be followed for National Competitive Bidding shall be those set forth in the Law on Tendering and Bidding of the People's Republic of China promulgated by Order No. 21 of the President of the People's Republic of China on August 30, 1999, with the following clarifications required for compliance with the Procurement Guidelines:</td>
</tr>
<tr>
<td>(i) All invitations to prequalify or to bid shall be advertised in a newspaper of national circulation in the Borrower's country, except for civil works contracts that are estimated cost less than $2,000,000 equivalent each and for goods contracts that are estimated to cost less than $300,000 equivalent each, which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission.</td>
</tr>
<tr>
<td>(ii) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.</td>
</tr>
<tr>
<td>(iii) All bidders that meet the qualification criteria set out in the prequalification document shall be allowed to bid and there shall be no limit on the number of pre-qualified bidders.</td>
</tr>
</tbody>
</table>
| (iv) All bidders shall be required to provide security in an amount
sufficient to protect the Borrower or the Project Implementing Entity (Gansu), as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security.

(v) Bidders will be allowed to submit bids by mail or by hand. The time for opening of all bids shall be the same as the deadline for receipt of such bids.

(vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.

(vii) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.

(viii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Borrower or the Project Implementing Entity (Gansu), as the case may be.

(ix) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.

(x) Each contract financed with the proceeds of the Loan shall provide that the suppliers and contractors shall permit the Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Bank.

(xi) Government owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of goods and works if they can establish that they: (A) are legally and financially autonomous; (B) operate under commercial law; and (C) are not a dependent agency of the agency conducting the procurement.
(xii) All bids should not be rejected solely because the number of bids is less than three (3), and rejection of all bids or rebidding shall not take place without the Bank’s prior written concurrence.

(xiii) The results of bid evaluation and contract award shall be published in the national press or provincial press (as provided under sub-paragraph (i) above) or official gazette or a free and open access website and shall identify the name and offered price of the winning bidder, as well as the duration and summary scope of the awarded contract.

(xiv) The Project Implementing Entity (Gansu) shall have in place provisions for bidders to protest.

(b) Shopping

C. Particular Methods of Procurement of Consultants’ Services

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

2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Selection based on the Consultants’ Qualifications</td>
</tr>
<tr>
<td>(b) Quality Based Selection</td>
</tr>
<tr>
<td>(c) Single-Source Selection</td>
</tr>
<tr>
<td>(d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(d) Sole Source Procedures for the Selection of Individual Consultants</td>
</tr>
</tbody>
</table>
D. Review by the Bank of Procurement Decisions

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

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank 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 Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in Dollars)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works for Parts I.1, I.2.(a) and (b) and I.3.(a) and (b) of the Project</td>
<td>75,130,000</td>
<td>80%</td>
</tr>
<tr>
<td>(2) Works for Part I.4 of the Project</td>
<td>21,120,000</td>
<td>80%</td>
</tr>
<tr>
<td>(3) Goods, consultants’ services, and non-consultant services, and Training for Parts I.2(c), and II of the Project</td>
<td>3,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>250,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement and in accordance with Section 2.07(b) of the General Conditions</td>
</tr>
</tbody>
</table>
### Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $20,000,000 may be made for payments made within twelve (12) months prior to this date but on or after March 1, 2012, for Eligible Expenditures; or

   (b) for payments made under Category (2) for expenditures under Part 1.4 of the Project until the Bank shall have received evidence satisfactory to the Bank that:

      (i) the QWSSC Agreement has been executed and delivered on behalf of Xifeng District and QWSSC and is legally binding upon the parties thereto in accordance with its terms; and

      (ii) a legal opinion satisfactory to the Bank from counsel acceptable to the Bank has been received by the Bank confirming that the QWSSC Agreement has been duly authorized or ratified by Xifeng District and QWSSC, and is legally binding on such parties in accordance with its terms.

2. The Closing Date is December 31, 2017.

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<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in Dollars)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium for Interest Rate Cap or Interest Rate Collar</td>
<td>0</td>
<td>Amount payable pursuant to Section 2.07(c) of this Agreement and in accordance with Section 4.05(c) of the General Conditions</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT: 100,000,000
SCHEDULE 3

Amortization Schedule

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

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 15 and December 15 Beginning June 15, 2017 through December 15, 2036</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating
the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.
APPENDIX

Definitions


2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


4. "Displaced Persons" means persons who, on account of the execution of the Project, have experienced or would experience direct economic and 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; and a "Displaced Person" means any of such Displaced Persons.

5. "Environmental Codes of Practice" means the detailed practices to address construction related impacts of the Project implementation included in the EMP.

6. "Environmental Management Plan" or "EMP" mean the Project Implementing Entity’s Environmental Management Plan, dated February 2, 2012, which sets out, with respect to the Project, mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to be implemented in Qingyang to eliminate any adverse environmental impacts, and adverse impacts on physical cultural resources, of activities to be implemented under the Project, to offset them, or to reduce them to acceptable levels, or to enhance positive impacts; as well as administrative, monitoring and reporting arrangements to ensure the implementation of said plan, as said plan may be revised from time to time with the prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.

7. "Fiscal Year" means the fiscal year of the Borrower covering the period January 1 through December 31, which is also the fiscal year of QWSSC.

9. "GIS" means geographic information system.

10. "Parking Action Plan" means the action plan to be prepared and carried out pursuant to the provisions of Section F.(a)(i) of the Schedule to the Project Agreement.

11. The acronym "PIU" means any of the Project Implementation Units referred to in Section I.A 1. (c) of the Schedule to the Project Agreement.

12. The acronym "PLG" means the Project Leading Group referred to in Section I.A. 1. (a) of the Schedule to the Project Agreement.

13. The acronym "PMO" means the Project Management Office referred to in Section I.A1.(b) of the Schedule to the Project Agreement.


15. "Procurement Plan" means the Borrower’s procurement plan for the Project, dated April 26, 2012, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

16. "Project Implementing Entity" or “Gansu” means the Borrower’s Gansu Province, or any successor thereto.

17. "Public Transport Action Plan" means the action plan to be prepared and carried out pursuant to the provisions of Section F.(a)(ii) of the Schedule to the Project Agreement.

18. "Qingyang Municipality" means Qingyang Municipality within Gansu, or any successor thereto.

19. "QWSSC" means Qingyang Water Supply and Sewage Company, a company owned by Xinfeng District and established and operating pursuant to its registration at Qingyang Administration of Industry and Commerce dated November 8, 2011, or any successor thereto.

20. "QWSSC Agreement" means the agreement to be entered into between Xinfeng District and QWSSC pursuant to Section I.E. of the Schedule to the Project Agreement, as the same may be amended from time to time, and such term includes all schedules and supplements to said agreement.
21. “Resettlement Action Plan” and “RAP” means the Project Implementing Entity’s Resettlement Action Plan dated January 30, 2012, which set out the principles and procedures to address impacts to land and other assets and the compensation of Displaced Persons on account of the execution of Part I of the Project, as well as administrative, monitoring and reporting arrangements to ensure compliance with said plan, as the same may be revised from time to time with the prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.

22. “Traffic Safety, Education and Enforcement Action Plan” means the action plan to be prepared and carried out pursuant to the provisions of Section F.(a)(iii) of the Schedule to the Project Agreement.

23. “Training” means, for purposes of Section IV of Schedule 2 to this Agreement, the reasonable cost, based on annual plans approved by the Borrower through Gansu’s Finance Department and the Bank, of travel, lodging and per diem for trainees attending training, study tours, workshops and seminars and the cost of delivering training (excluding consultants’ fees), such as rental of training space and training equipment and other logistical costs.

25. “Xifeng District” means the Xifeng District within the Qingyang Municipality or any successor thereto.