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**CREDIT NUMBER 4133 - IN**

# **Development Credit Agreement**

**(Himachal Pradesh Mid-Himalayan Watershed Development Project)**

**between**

**INDIA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated January 19, 2006**

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**CREDIT NUMBER 4133 - IN**

**DEVELOPMENT CREDIT AGREEMENT**

AGREEMENT, dated January 19, 2006, between INDIA, acting by its President (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested the Association to assist in the financing of the Project;

(B) the Project will be carried out by the State of Himachal Pradesh (Himachal Pradesh) with the Borrower's assistance and overall coordination and, as part of such assistance, the Borrower will make available to Himachal Pradesh the proceeds of the Credit as provided in this Agreement; and

(C) WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the Credit to the Borrower upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and Himachal Pradesh;

NOW THEREFORE the parties hereto hereby agree as follows:

**ARTICLE I**

**General Conditions; Definitions**

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association (the General Conditions), dated January 1, 1985 (as amended through May 1, 2004), with the modifications set forth below, constitute an integral part of this Agreement:

(a) Section 5.08 of the General Conditions is amended to read as follows:

“Section 5.08. *Treatment of Taxes*

Except as otherwise provided in the Development Credit Agreement, the proceeds of the Credit may be withdrawn to pay for taxes levied by, or in the territory of, the Borrower on the goods or services to be financed under the Credit, or on their importation, manufacture, procurement or supply. Financing of such taxes is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits. To that end, if the Association shall at any time determine that the amount of any taxes levied on or in respect of any item to be financed out of the proceeds of the Credit is excessive or otherwise unreasonable, the Association may, by notice to the

Borrower, adjust the percentage for withdrawal set forth or referred to in respect of such item in the Development Credit Agreement as required to be consistent with such policy of the Association.”

(b) Section 6.03 (c) of the General Conditions is amended by replacing the words “corrupt or fraudulent” with the words “corrupt, fraudulent, collusive or coercive”.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth, and the following additional terms have the following meanings:

(a) “Beneficiary” means a Gram Panchayat or CIG (as hereinafter defined) or any other group or institution which is a beneficiary of financial assistance under a Subproject and party to a Financing Agreement;

(b) “Common Interest Group” or “CIG” means a group of individuals who agree to organize themselves as a group for productive activities for purposes of Parts B and C of the Project;

(c) “Eligible Category” means Category (1) set forth in the table in Part A.1 of Schedule 1 to this Agreement;

(d) “Eligible Expenditures” means expenditures for goods, works and services, as well as amounts paid or to be paid under Subprojects, to be financed out of the proceeds of the Credit;

(e) “Environment and Social Management Framework” or “ESMF” means Himachal Pradesh’s Environment and Social Management Framework, dated September 16, 2005, describing a framework applicable to activities supported under the Project, and designed to maximize the social and environmental benefits accruing under the Project and avoid or mitigate any adverse impacts, as such ESMF may be amended from time to time, and such term includes all schedules and agreements supplemental to the ESMF;

(f) “Financing Agreement” means an agreement between Himachal Pradesh and a Beneficiary for the financing of a Subproject, and referred to in paragraph 5 of Schedule 2 to the Project Agreement, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Financing Agreement;

(g) “Financial Monitoring Report” means each report prepared in accordance with Section 3.02 (a) of the Project Agreement;

(h) “Fiscal Year” means the Fiscal Year of the Borrower and Himachal Pradesh beginning on April 1 of a calendar year and ending on March 31 of the following calendar year;

(i) “Gram Panchayat” means a local self government body established under Himachal Pradesh’s Panchayati-Raj Act of 1994 (as amended);

(j) “Gram Panchayat Watershed Development Plan” or “GPWDP” means a consolidated plan for watershed development approved by a Gram Sabha (as hereinafter defined) pursuant to Part B.2 of the Project;

(k) “Gram Sabha” means a general village body consisting of all eligible voters residing in a village;

(l) “Integrated Pest Management Plan” or “IPMP” means Himachal Pradesh’s Integrated Pest Management Plan dated September 16, 2005, describing the actions and policies required or appropriate to promote and support the safe, effective and environmentally-sound pest management under the Project, as such IPMP may be amended from time to time, and such term includes all schedules and agreements supplemental to the IPMP;

(m) “Natural Resource Management Society” or “NRMS” means the Society, chaired by the Chief Minister of Himachal Pradesh and responsible for harmonization of approaches and guidelines and policy development;

(n) “Operations Manual” means the Project Implementation Plan, the Community Operations Manual, and the Gram Panchayat Financial Management Manual Operations Manual, all dated November 9, 2005, adopted by Himachal Pradesh, giving details of the guidelines and procedures as shall have been agreed with the Association for the implementation, supervision and monitoring of the Project, as well as the criteria for the selection, appraisal and implementation of Subprojects, as the same may be amended from time to time, and such term includes, and all schedules and agreements supplemental thereto;

(o) “Project Agreement” means the agreement between the Association and Himachal Pradesh of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Project Agreement;

(p) “Project Area” means an area falling within the geographical belt defined as “the Mid-Himalayas” of Himachal Pradesh which is selected for implementation of the Project, in accordance with criteria set forth in the Operations Manual;

(q) “Report-based Disbursements” means the Borrower’s option for withdrawal of funds from the Credit Account referred to in Part A.4 of Schedule 1 to this Agreement;

(r) “Special Account” means the account referred to in Part B of Schedule 1 to this Agreement;

(s) “Subproject” means any of the activities or set of activities supported or to be supported under Parts A.1, B.2 and C of the Project or pursuant thereto, and in respect of which financial assistance has been, or will be, provided pursuant to a Financing Agreement;

(t) “Tribal and Transhumant Strategy” or “TTS” means Tribal and Transhumant Strategy, dated September 16, 2005, issued by Himachal Pradesh and designed to ensure that the Vulnerable Groups (as hereinafter defined) in Himachal Pradesh benefit from the activities implemented under the Project, as such Strategy may be amended from time to time, and such term includes all schedules and agreements supplemental to the Strategy;

(u) “Up-Gram Sabha” means a formal group at the Ward-level comprising of members created for the purposes of planning and preparation of Ward-level Proposals (as hereinafter defined);

(v) “Vulnerable Groups” means persons or groups of persons defined as such in accordance with the criteria set out in the Operations manual; and

(w) “Ward-level Proposals” means proposals prepared by an Up-Gram Sabha for inclusion in the GPWDP pursuant to Part A.1 of the Project.

## **ARTICLE II**

### **The Credit**

Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount in various currencies equivalent to forty one million four hundred thousand Special Drawing Rights (SDR 41,400,000).

Section 2.02. The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost of goods, works and services required for the Project, as well as amounts paid or to be paid under Subprojects, and to be financed out of the proceeds of the Credit.

Section 2.03. The Closing Date shall be March 31, 2012, or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty (60) days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or canceled; and (ii) at the rate set as of June 30 immediately preceding the accrual date or at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next payment date in that year specified in Section 2.06 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on May 15 and November 15 in each year.

Section 2.07. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Credit in semiannual installments payable on each May 15 and November 15 commencing May 15, 2016 and ending November 15, 2040. Each installment to and including the installment payable on November 15, 2025 shall be one and one-fourth percent (1-1/4%) of such principal amount, and each installment thereafter shall be two and one-half percent (2-1/2%) of such principal amount.

(b) Whenever: (i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the

development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by:

- (A) requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid; and
- (B) requiring the Borrower to commence repayment of the principal amount of the Credit as of the first semiannual payment date referred to in paragraph (a) above falling six (6) months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five years on such repayment of principal.

(c) If so requested by the Borrower, the Association may revise the modification referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

### **ARTICLE III**

#### **Execution of the Project**

Section 3.01. (a) The Borrower declares its commitment to the objective of the Project as set forth in Schedule 2 to this Agreement, and, to this end, without any limitation or restriction upon any of its other obligations under the Development Credit Agreement, shall cause Himachal Pradesh to perform in accordance with the provisions of the Project Agreement all the obligations of Himachal Pradesh as therein set forth, shall take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable Himachal Pradesh to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) The Borrower shall make the proceeds of the Credit available to Himachal Pradesh in accordance with the Borrower's standard arrangements for developmental assistance to the States of India.

Section 3.02. Except as the Association shall otherwise agree, procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 1 to the Project Agreement, as said provisions may be further elaborated in the Procurement Manual.

Section 3.03. The Borrower shall: (i) participate in the exchange of views with the Association and Himachal Pradesh on the plan for the future operation of the Project to be provided by Himachal Pradesh pursuant to Section 2.03(b) of the Project Agreement; and (ii) participate with the Association and Himachal Pradesh in the Mid-term Review.

Section 3.04. The Borrower and the Association hereby agree that the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Project shall be carried out by Himachal Pradesh pursuant to Section 2.03 of the Project Agreement.

Section 3.05. (a) The Borrower shall, at the request of the Association, exchange views with the Association with regard to the progress of the Project, the performance of obligations under this Agreement, and other matters relating to the purposes of the Credit.

(b) The Borrower shall promptly inform the Association, of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the Credit, or the performance by the Borrower of its obligations under this Agreement.

## **ARTICLE IV**

### **Financial Covenants**

Section 4.01. (a) The Borrower shall maintain a financial management system, including records and accounts, and prepare financial statements, all in accordance with consistently applied accounting standards acceptable to the Association, adequate to reflect its operations, resources and expenditures related to the Project.

(b) The Borrower shall:

(i) have the financial statements referred to in paragraph (a) of this Section for each fiscal year (or other period agreed to by the Association), audited, in accordance with consistently applied



auditing standards acceptable to the Association, by independent auditors acceptable to the Association;

- (ii) furnish to the Association as soon as available, but in any case not later than six (6) months after the end of each such year (or such other period agreed to by the Association): (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year (or such other period agreed to by the Association), as so audited; and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Association; and
- (iii) furnish to the Association such other information concerning such records, accounts and the audit of such financial statements, and concerning said auditors, as the Association may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Credit Account were made on the basis of reports referred to in Part A.4 of Schedule 1 to this Agreement (Report-based Disbursements) or on the basis of statements of expenditure, the Borrower shall:

- (i) ensure that all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures are retained until at least one year after the Association has received the audit report for, or covering, the fiscal year in which the last withdrawal from the Credit Account was made;
- (ii) enable the Association's representatives to examine such records; and
- (iii) ensure that such reports or statements of expenditure are included in any audit that the Association may have requested pursuant to paragraph (b) of this Section.

## **ARTICLE V**

### **Remedies of the Association**

Section 5.01. Pursuant to Section 6.02(1) of the General Conditions, the following additional events are specified:

- (a) Himachal Pradesh shall have failed to perform any of its obligations under the Project Agreement.

(b) As a result of events which have occurred after the date of the Development Credit Agreement, an extraordinary situation shall have arisen which shall make it improbable that Himachal Pradesh will be able to perform its obligations under the Project Agreement.

Section 5.02. Pursuant to Section 7.01(h) of the General Conditions, the following additional event is specified, namely, that any event specified in Section 5.01 of this Agreement shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Association to the Borrower.

## **ARTICLE VI**

### **Effective Date; Termination**

Section 6.01. The following event is specified as an additional matter, within the meaning of Section 12.02(b) of the General Conditions, to be included in the opinion or opinions to be furnished to the Association, namely, that the Project Agreement has been duly authorized or ratified by Himachal Pradesh, and is legally binding upon Himachal Pradesh in accordance with its terms.

Section 6.02. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

## **ARTICLE VII**

### **Representative of the Borrower; Addresses**

Section 7.01. The Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary or Under Secretary of the Department of Economic Affairs in the Ministry of Finance or successor thereto of the Borrower are each designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Secretary to the Government of India  
Department of Economic Affairs  
Ministry of Finance  
New Delhi 110 001  
India

Cable address:	Telex:	Facsimile:
ECOFAIRS New Delhi	953-31-66175 FINE IN	91-11-23093422

For the Association:

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

Cable address:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	(202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in New Delhi, India, as of the day and year first above written.

INDIA

By /s/ Madhusudan Prasad  
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Michael F. Carter  
Country Director, India

## SCHEDULE 1

### Withdrawal of the Proceeds of the Credit

A. General.

1. The table below sets forth the Category of items to be financed out of the proceeds of the Credit, and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures To be Financed
Goods, works, services, training, workshops, study tours, sub projects and incremental operating costs under the Project.	41,400,000	80% or any other percentage that the Association may establish from time to time.
TOTAL	41,400,000	

2. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of: payments made for expenditures prior to the date of this Agreement except that withdrawals in an aggregate amount not exceeding the equivalent of two million Special Drawing Rights (SDR 2,000,000) may be made on account of payments made for expenditures before that date but after June 1, 2005.

3. The Association may require withdrawal from the Credit Account to be made on the basis of statements of expenditures for expenditures: for (a) Subprojects; (b) goods under contracts costing less than \$200,000 equivalent each; (c) civil works under contracts costing less than \$200,000 equivalent each; (d) consultants' services under contracts costing less than \$100,000 equivalent each, in the case of consulting firms, and \$50,000 equivalent each, in the case of individual consultants; (e) training, workshops and study tours; and (f) operating costs, all under such terms and conditions as the Association shall specify by notice to the Borrower.

4. The Borrower may request withdrawals from the Credit Account to be made on the basis of reports to be submitted to the Association in form and substance satisfactory to the Association, such reports to include the Financial Monitoring Report and any other relevant information as the Association shall specify by notice to the Borrower (Report-based Disbursements). In the case of the first such request submitted to the Association before any withdrawal has been made from the Credit Account, the Borrower shall

submit, or shall cause Himachal Pradesh to submit, to the Association only a statement with the projected sources and applications of funds for the Project for the six (6) month period following the date of such request.

B. Special Account

1. The Borrower shall open and maintain in Dollars a special deposit account in the Reserve Bank of India, on terms and conditions satisfactory to the Association.

2. After the Association has received evidence satisfactory to it that the Special Account has been opened, withdrawals from the Credit Account of amounts to be deposited into the Special Account shall be made as follows:

(a) if the Borrower is not making Report-based Disbursements, withdrawals shall be made in accordance with the provisions of Annex A to this Schedule 1; and

(b) if the Borrower is making Report-based Disbursements, withdrawals shall be made in accordance with the provisions of Annex B to this Schedule 1.

3. Payments out of the Special Account shall be made exclusively for Eligible Expenditures. For each payment made by the Borrower out of the Special Account, the Borrower shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for Eligible Expenditures.

4. Notwithstanding the provisions of Part B.2 of this Schedule, the Association shall not be required to make further deposits into the Special Account:

(a) if the Association, at any time, is not satisfied that the reports referred to in Part A.4 of this Schedule 1 adequately provide the information required for Report-based Disbursements;

(b) if the Association determines at any time that all further withdrawals for payment of Eligible Expenditures should be made by the Borrower directly from the Credit Account; or

(c) if the Borrower or Himachal Pradesh shall have failed to furnish to the Association, within the period of time specified in Section 4.01 (b) (ii) of the Agreement or Section 3.01 (b) (ii) of the Project Agreement, as the case may be, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of: (i) the records and accounts for the Special Account; or (ii) the records and accounts reflecting expenditures with respect to which withdrawals were Report-based Disbursements or were made on the basis of statements of expenditure, as the case may be.

5. The Association shall not be required to make further deposits into the Special Account in accordance with the provisions of Part B.2 of this Schedule if, at any time, the Association shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Credit Account pursuant to Section 6.02 of the General Conditions. Upon such notification, the Association shall determine, in its sole discretion, whether further deposits into the Special Account may be made and what procedures should be followed for making such deposits, and shall notify the Borrower of its determination.

6. (a) If the Association determines at any time that any payment out of the Special Account was made for an expenditure which is not an Eligible Expenditure, or was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association, provide such additional evidence as the Association may request, or deposit into the Special Account (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment. Unless the Association shall otherwise agree, no further deposit by the Association into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association determines at any time that any amount outstanding in the Special Account will not be required to cover payments for Eligible Expenditures during the six (6) month period following such determination, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Borrower may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Association made pursuant to subparagraph (a), (b) or (c) of this paragraph 6 shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the provisions of the Development Credit Agreement.

**Annex A  
to  
SCHEDULE 1**

**Operation of Special Account  
When Withdrawals Are Not Report-based Disbursements**

1. For the purposes of this Annex, the term “Authorized Allocation” means an amount equivalent to \$5,000,000 to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 2 of this Annex.
2. Withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:
  - (a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Association a request or requests for deposit into the Special Account of an amount or amounts which in the aggregate do not exceed the Authorized Allocation. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount as the Borrower shall have requested.
  - (b) For replenishment of the Special Account, the Borrower shall furnish to the Association requests for deposit into the Special Account at such intervals as the Association shall specify. Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to Part B.3 of Schedule 1 to this Agreement for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for Eligible Expenditures. Each such deposit into the Special Account shall be withdrawn by the Association from the Credit Account under one or more of the Eligible Categories.
3. The Association shall not be required to make further deposits into the Special Account, once the total unwithdrawn amount of the Credit minus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions shall equal the equivalent of twice the amount of the Authorized Allocation. Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for Eligible Expenditures.

**Annex B  
to  
SCHEDULE 1**

**Operation of Special Account  
When Withdrawals Are Report-based Disbursements**

1. Withdrawals from the Credit Account shall be deposited by the Association into the Special Account in accordance with the provisions of Schedule 1 to this Agreement. Each such deposit into the Special Account shall be withdrawn by the Association from the Credit Account under one or more of the Eligible Categories.
2. Upon receipt of each application for withdrawal of an amount of the Credit, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account an amount equal to the lesser of: (a) the amount so requested; and (b) the amount which the Association has determined, based on the reports referred to in Part A.5 of this Schedule 1 applicable to such withdrawal application, is required to be deposited in order to finance Eligible Expenditures during the six (6) month period following the date of such reports.
3. The Association shall not be required to make further deposits into the Special Account, once the total unwithdrawn amount of the Credit minus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions shall equal the equivalent of twice the amount of the Authorized Allocation. Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for Eligible Expenditures.



## **SCHEDULE 2**

### **Description of the Project**

The objective of the Project is to assist Himachal Pradesh in improving its productive potential of the Project Area and increasing incomes of rural inhabitants in selected watersheds through socially inclusive, institutionally and environmentally sustainable approaches.

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

#### **Part A: Institutional Strengthening**

1. Provision of technical assistance and material support to strengthen the capacity of Gram Panchayats and other local agencies, communities and institutions in the Project Area in the areas of planning, budgeting, financial management, implementation and reporting, and also promote activities designed to encourage good performance.
2. Design and implementation of a comprehensive information, education and communications strategy to increase general awareness about the Project, communicate terms of participation and promote transparency amongst stakeholders.

#### **Part B: Watershed Development and Management**

1. Promotion of social mobilization and community-driven decision-making activities to develop Ward-level Proposals and facilitate their integration into GPWDPs, including identification of specific interventions for treatment of the watershed on arable and non-arable lands, identification of vulnerable sections of selected villages, integration of WC Proposals into GPWDPs, and identification of inter-GP areas and planning for treatment of such areas.
2. Development of GPWDPs based on the Ward-level Proposals and implementation of activities provided for therein, including soil conservation activities on arable lands, development of non-arable lands and other ancillary activities related to watershed-treatment, including upgrading of link roads, bridle paths and mule tracks.

#### **Part C: Enhancing Mountain Livelihood Opportunities**

1. Provision of support to CIGs for the implementation of demonstration activities, including introduction of improved technologies and practices for agriculture, horticulture, silvi-pastoral treatments and animal husbandry, to increase the role of the private sector in input supply and support services, and increase the participation of farmers in the choice of technologies.

2. Implementation of agribusiness pilots to identify potential market opportunities, establish linkages with private sector entrepreneurs to exploit the market potential and disseminate agricultural production related information and technology to CIGs, and provision of support to contribute to the financing of activities undertaken by CIGs, as well as storage, processing and other marketing infrastructure facilities.
3. Provision of support to finance small income generating micro-enterprises for the benefit of vulnerable groups, and provide training to vulnerable groups to encourage their entrepreneurial development.

Part D: Project Management and Coordination

Provision of technical assistance and material support to strengthen the capacity of NRMS to implement and monitor the Project, including implementation of organizational change management initiatives; development of linkages between management information systems, geographic information systems and impact evaluation; construction of offices, vehicle purchases and other related salaries, operating costs and facilities for NRMS field staff; and establishment of an effective and coordinated management, and monitoring and evaluation, system.

\* \* \*

The Project is expected to be completed by September 30, 2012.