
LOAN NUMBER 9543-IN

Project Agreement

(West Bengal Accelerated Development of Minor Irrigation Project - Phase II)

between

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

and

STATE OF WEST BENGAL

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF WEST BENGAL (“Project Implementing Entity”) (“Project Agreement”) in connection with the Loan Agreement (“Loan Agreement”) of the Signature Date between INDIA (“Borrower”) and the Bank, concerning Loan No. 9543. The Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out the Project in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity’s Representative is Chief Secretary of West Bengal or such other person or persons as he or she shall designate in writing.
- 3.02. For purposes of Section 10.01 of the General Conditions:

(a) the Bank’s address is:

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

(b) the Bank’s Electronic Address is:

E-mail: wbindia@worldbank.org

3.03. For purposes of Section 10.01 of the General Conditions:

(a) the Project Implementing Entity's address is:

Secretary to Government of West Bengal
Department of Water Resources Investigation and Development
5th Floor, Block-A,
Khadya Bhavan, 11A, Mirza Ghalib Street
Kolkata 700087
West Bengal; and

(b) the Project Implementing Entity's Electronic Address is:

E-mail: psecy.wridd-wb@gov.in

AGREED as of the later of the two dates written below.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Auguste Tano Kouame

Authorized Representative

Name: Auguste Tano Kouame

Title: Country Director

Date: 13-Sep-2023

STATE OF WEST BENGAL

By

Prabhat Kumar Mishra

Authorized Representative

Name: Prabhat Kumar Mishra

Title: Principal Secretary, WRIDD

Date: 15-Sep-2023

SCHEDULE

Execution of the Project

Section I. Project Implementation

A. Institutional and Implementation Arrangements

1. **Project Operations Manual.** The Project Implementing Entity shall:
 - (a) no later than three months after the Effective Date, prepare, adopt, and thereafter maintain, throughout the implementation of the Project, the Project Operations Manual in form and with substance satisfactory to the Bank, containing, inter alia, (i) the details of the Project activities, including results framework and overall budget; (ii) the Project implementation arrangements, including allocation of responsibilities; (iii) the Project's administrative, accounting, auditing, reporting, financing management, disbursement, and procurement arrangements, including detailed arrangements, eligibility criteria, and procedures for engagement of Water User Associations; (iv) implementation of environmental and social instruments referred in in the ESCP; and (v) the Project's monitoring and evaluation and reporting requirements;
 - (b) carry out the Project in accordance with the Project Operations Manual; and
 - (c) not amend, suspend, abrogate, repeal or waive any provision of the Project Operations Manual without the prior written approval by the Bank. In case of conflict between the terms of the Project Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.
2.
 - (a) Prior to procurement and/or use of drones under the Project, the Project Implementing Entity shall: (i) notify the Bank of such proposed procurement and/or use, and afford the Bank a reasonable opportunity to assess any risks related to such procurement and/or use and to recommend appropriate mitigation measures; and (ii) develop a risk mitigation plan for the procurement and use of drones, if applicable, in form and substance acceptable to the Bank;
 - (b) no drones shall be procured and/or used under the Project unless the Project Implementing Entity has implemented the risk mitigation measures in accordance with paragraph (a) above; and
 - (c) no drones procured under the Project shall be used for any purpose other than those set out in Schedule 1 to the Loan Agreement.

B. Other Institutional and Implementation Arrangements

1. The Project Implementing Entity shall vest the responsibility for the management and implementation of the Project in DWRID.
2. The Project Implementing Entity, through DWRID, shall:
 - (a) maintain, at all times during Project implementation, the SPMU within DWRID's regular structure, with functions, responsibilities and resources acceptable to the Bank, including, inter alia, the responsibility of said unit to coordinate and monitor the carrying out of the Project;
 - (b) ensure that the SPMU is, at all times during Project implementation, led by a project director and assisted by adequate professional and administrative staff (including procurement, financial management, environmental and social development specialists), in numbers and with experience and qualifications acceptable to the Bank, operating under terms of reference agreed to between the Bank and the Project Implementing Entity;
 - (c) maintain at all times during Project implementation District Level Implementation Committees, with responsibilities and functions acceptable to the Bank, including, inter alia, overseeing Project implementation at the district level and coordinating Project implementation among participating government departments and other stakeholders;
 - (d) maintain, at all times during Project implementation, DPMUs at the district level, led by executive engineers of the DWRID and assisted by adequate professional and administrative staff in numbers and with experience and qualifications acceptable to the Bank, operating under terms of reference agreed to between the Bank and the Project Implementing Entity;
 - (e) maintain, at all times during Project implementation, the SLTSC, with composition, functions, responsibilities and resources acceptable to the Bank, including, inter alia, the responsibility to provide overall guidance and policy direction for the Project, and to ensure coordination between various government entities involved;
 - (f) select and engage Water User Associations in accordance with the provisions of this Agreement and the eligibility criteria and procedures set forth in the Project Operations Manual, for purposes of Project implementation; and
 - (g) no later than March 31, 2024, or such other time as agreed to in writing by the Bank, establish and thereafter maintain, throughout the Project implementation period, the WUA Cell within its DWRID with a composition, resources and mandate satisfactory to the Bank, as set forth in the Project Operations Manual.

C. Annual Work Plans and Budgets

1. The Project Implementing Entity shall, no later than February 28 of each fiscal year during Project implementation, prepare and furnish to the Bank, an annual program of activities proposed for implementation under the Project during the following year, together with a proposed budget for the purpose (“Annual Work Plan and Budget”), except for the annual work plan and budget for the first year which shall be furnished prior to the commencement of the relevant activities under the Project.
2. The Project Implementing Entity shall exchange views with the Bank on each such proposed Annual Work Plan and Budget for the Project, and shall thereafter adopt, and carry out such activities for such following fiscal year as shall have been agreed with the Bank, as such plan may be subsequently revised during such following fiscal year with the prior written agreement of the Bank.

D. Environmental and Social Standards

1. **Environmental and Social Standards.** The Project Implementing Entity shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. **Environmental and Social Commitment Plan.** Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Project Implementing Entity shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. **Inconsistencies with the ESCP.** In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. **Monitoring and Reporting.** The Project Implementing Entity shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. **Grievance mechanism.** The Project Implementing Entity shall establish, publicize and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. **Management of Contractors.** The Project Implementing Entity shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities, as applicable, to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures address environmental, social, health and safety risks and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.
7. **Technical Assistance.** The Project Implementing Entity shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable ESSs.

Section II. Project Monitoring, Reporting and Evaluation

1. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 (b) of the General Conditions and on the basis of indicators acceptable to the Bank, covering the calendar

semester, and shall be furnished to the Bank not later than 45 days after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Project Report.

2. The Project Implementing Entity shall: (a) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank no later than thirty (30) months from the Effective Date, or any other date agreed in writing between the Project Implementing Entity and the Bank, a consolidated mid-term review report for the Project, summarizing the results of the monitoring and evaluation activities carried out from the inception of the Project, and setting out the measures recommended to ensure the efficient completion of the Project and to further its objective; and (b) review jointly with the Bank, said report and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of such report and the Bank's views on the matter.