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**CREDIT NUMBER 7580-PK**

# **Project Agreement**

**(Sindh Livestock and Aquaculture Sectors Transformation Project)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**PROVINCE OF SINDH**

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**PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and PROVINCE OF SINDH (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the ISLAMIC REPUBLIC OF PAKISTAN (“Recipient) and the Association, concerning Credit No. 7580-PK. The Association 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 Financing 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 Financing 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 — TERMINATION**

- 3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

**ARTICLE IV — REPRESENTATIVE; ADDRESSES**

- 4.01. The Project Implementing Entity’s Representative is its Chairperson of the Planning and Development Board.

4.02. For purposes of Section 11.01 of the General Conditions: (a) the Association's address is:

(a) International Development Association  
1818 H Street, NW  
Washington, DC 20433  
United States of America; and

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or	1-202-477-6391	<a href="mailto:CMUPakistan@worldbank.org">CMUPakistan@worldbank.org</a>

4.03. For purposes of Section 11.01 of the General Conditions:

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

(b) Planning and Development Board  
Government of Sindh  
Tughlaq House  
Karachi, Sindh  
Islamic Republic of Pakistan; and

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

Facsimile:	E-mail:
92-21-9211922	

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

*Najy Benhassine*

\_\_\_\_\_  
Authorized Representative

Najy Benhassine

Name: \_\_\_\_\_

Country Director

Title: \_\_\_\_\_

07-oct-2024

Date: \_\_\_\_\_

PROVINCE OF SINDH

By

*Kazim Hussain Jatoi*

\_\_\_\_\_  
Authorized Representative

Kazim Hussain Jatoi

Name: \_\_\_\_\_

Secretary Livestock & Fisheries Sind

Title: \_\_\_\_\_

10-oct-2024

Date: \_\_\_\_\_

## **SCHEDULE**

### **Execution of the Project**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Project Implementing Entity shall vest the overall responsibility for coordinating Project implementation in the Sindh Livestock and Fisheries Department, including Project planning and reporting.
2. For purposes of paragraph 1 above, the Project Implementing Entity shall:
  - (a) establish by no later than three (3) months after the Effective Date, and thereafter maintain throughout the period of implementation of the Project, a Project Steering Committee composed of members from all concerned Departments of Sindh and other stakeholders, which Committee will serve as the advisory body for the Project on its direction, scope, budget, timeline, and methods;
  - (b) establish by no later than three (3) months after the Effective Date, and thereafter maintain throughout the period of implementation of the Project, a Project Technical Committee composed of technical staff (specialists) from the Sindh Livestock and Fisheries Department and members of all relevant technical stakeholders, which Committee will be responsible for technical guidance and monitoring of the Project implementation; and
  - (c) establish by no later than three (3) months after the Effective Date, and thereafter maintain within Sindh Livestock and Fisheries Department throughout the period of implementation of the Project, the Project Coordination Unit and Project Implementation Unit staffed with competent personnel in adequate numbers and with qualification, experience and terms of reference satisfactory to the Association, including experts in project management, procurement, financial management, environmental and social issues and monitoring and evaluation, which unit shall be granted the functions, decision-making powers and sufficient resources, as agreed with the Association, for the carrying out of the Project by the Sindh Livestock and Fisheries Department.

##### **B. Project Implementation Manual**

1. The Project Implementing Entity, through the Sindh Livestock and fisheries Department, shall:
  - (a) by no later than three (3) months after the Effective Date, prepare, approve and adopt a Project Implementation Manual, in a manner and substance satisfactory to the Association, which manual shall include, *inter alia*, (i) the details of the Project activities including results framework and overall budget; (ii) the Project implementation arrangements, including membership and/or composition of the

Project Steering Committee, Project Technical Committee, PCU, PIU, and terms of reference therefor; (iii) the criteria, guidelines and procedures for implementation of the Project, including applicable procurement and financial management requirements; (iv) the monitoring and evaluation and reporting requirements for the Project; (v) the knowledge management requirements; and (vi) Personal Data collection/processing, including procedures and processes for the purposes of Section I.E of Schedule to this Agreement;

- (b) ensure that the Project is carried out in accordance with the provision of the Project Implementation Manual; and
  - (c) refrain, from materially and/or substantially amending, revising, waiving, voiding, suspending, or abrogating, any provision of the Project Implementation Manual, whether in whole or in part, without the prior written concurrence of the Association.
2. In the event of any inconsistency between the provisions of the Project Implementation Manual and those of the Financing Agreement and/or this Agreement, the provisions of the Financing Agreement and/or this Agreement shall govern.

**C. Annual Work Plans and Budgets**

1. The Project Implementing Entity shall:
- (a) throughout Project implementation, furnish to the Association for approval as soon as available, but in any case not later than April 30 of each year, the annual work plan and budget for the Project for each subsequent fiscal year, of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget for the first fiscal year which shall be furnished no later than one (1) month after the Effective Date; and
  - (b) no later than two (2) months after furnishing the annual work plan and budget referred to in the preceding paragraph to the Association, finalize and adopt, and thereafter ensure that the Project is carried out in accordance with, such plan and budget as agreed with the Association.

**D. Matching Grant**

1. In carrying out Part 2.2 of the Project, the Project Implementing Entity shall make available the financing to Beneficiaries in grant terms, in accordance with eligibility criteria and procedures acceptable to the Association and set out in the Matching Grant Manual.
2. The Project Implementing Entity shall make each financing under a Matching Grant Agreement with the respective Beneficiary on terms and conditions approved by the Association, which shall include the Project Implementing Entity's rights to protect its interests and those of the Recipient and the Association, including the right to:

- (a) suspend or terminate the right of the Beneficiary to use the proceeds of the financing, or obtain a refund of all or any part of the amount of the financing then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Matching Grant Agreement; and
  - (b) require each Beneficiary to: (i) carry out the activities for the Matching Grant with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods, works and services for the activities for the Matching Grant in accordance with the provisions of this Agreement as detailed in the Matching Grant Manual; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the activities under the Matching Grant and the achievement of its objectives; (v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Matching Grant; and (B) at the Recipient's or the Association's or the Project Implementing Entity's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient, the Association and the Project Implementing Entity; (vi) enable the Recipient, the Association, and the Project Implementing Entity to inspect the activities for the Matching Grant, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient, the Association, and the Project Implementing Entity all such information as the Recipient or the Association or the Project Implementing Entity shall reasonably request relating to the foregoing.
3. The Project Implementing Entity shall exercise its rights under each Matching Grant Agreement in such manner as to protect the interests of the Recipient, the Association, and the Project Implementing Entity and to accomplish the purposes of the Financing. Except as the Association and the Recipient shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive any Matching Grant Agreement or any of its provisions.

**E. Data Protection**

The Project Implementing Entity shall ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under the Project shall be done in accordance with the national law and the best international practice, and ensure legitimate, appropriate, and proportionate treatment of such data.

**F. Environmental and Social Standards**

1. 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 Association.
2. 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 Association. 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 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 Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Project Implementing Entity shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, 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 Association, 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 Association 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, including, but not limited to explosions, spills, and any workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Project Implementing Entity or security forces (assigned to protect the Project) and local communities, any case of sexual exploitation and abuse, sexual harassment and violence against minors, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.



5. The Project Implementing Entity shall establish, publicize, maintain, 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 Association.
6. 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 to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to 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.

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Project Reports.**

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 the indicators acceptable to the Association. Each such Project Report shall cover the period of one (1) calendar semester and shall be furnished to the Recipient not later than one (1) month after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 to the Financing Agreement, the Project Implementing Entity shall ensure that such information, report or document does not include Personal Data.
2. The Project Implementing Entity shall provide to the Recipient not later than four (4) months after the Closing Date, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.