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**GRANT NUMBER E2470-TJ**

# **Project Agreement**

**(Additional Financing for CASA1000 Community Support Project)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**Open Joint Stock Company “BARQI TOJIK”**

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## **PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and Open Joint Stock Company “BARQI TOJIK” (“Project Implementing Entity” or “BT”) (“Project Agreement”) in connection with the Financing Agreement for the additional financing (“Financing Agreement”) of the Signature Date between the REPUBLIC OF TAJIKISTAN (“Recipient) and the Association, concerning Grant No. E2470-TJ. 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 Part 1 of the Project in accordance with the provisions of Article V of the General Conditions and the Schedule 1 to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of 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 general director.
- 4.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Association’s address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or	1-202-477-6391

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

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

Barqi Tojik  
I.Somoni 64  
Dushanbe, Republic of Tajikistan; and

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

Facsimile:  
992-372-358694

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

**INTERNATIONAL DEVELOPMENT  
ASSOCIATION**

**By**

*Ozan Sevimli*

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

**Name:** Ozan Sevimli

**Title:** Country Manager

**Date:** 19-Dec-2023

**Open Joint Stock Company "BARQI TOJIK"**

**By**

*Makhmadumar Asozoda*

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

**Name:** Makhmadumar Asozoda

**Title:** General Director

**Date:** 21-Dec-2023

## SCHEDULE 1

### Execution of the Project Implementing Entity's Respective Part of the Project

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Project Implementing Entity shall maintain, during the implementation of its Respective Part of the Project:
  - (a) staff and management with experience, qualifications, responsibilities and resources acceptable to the Association; and
  - (b) the ESPMU with functions, terms of reference, staff and resources acceptable to the Association.
2.
  - (a) The Project Implementing Entity shall enter into an agreement with ESPMU ("Project Implementation Agreement"), to delegate certain implementation functions under Part 1 of the Project, all under terms and conditions satisfactory to the Association.
  - (b) The Project Implementing Entity shall exercise its rights and carry out its obligations under the Project Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive, the Project Implementation Agreement, or any provision thereof.

##### B. Project Operations Manual

1. The Project Implementing Entity shall implement its Respective Part of the Project in accordance with the Project Operations Manual.
2. Except as the Association shall otherwise agree in writing, the Project Implementing Entity shall not amend, waive, suspend, or abrogate any provision of the Project Operations Manual. In case of any inconsistency between any of the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

##### C. Subsidiary Agreement

The Project Implementing Entity shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the

interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

**D. Safeguards**

1. The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguard Instruments.
2. The Project Implementing Entity shall take all measures to implement the Resettlement Action Plan in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
  - (a) sufficient funds are made available to cover all the costs of implementing the Resettlement Action Plan;
  - (b) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the Resettlement Action Plan, as applicable; and
  - (c) the implementation, monitoring and evaluation of such Resettlement Action Plan is completed and reported in a manner satisfactory to the Association.
3. 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 Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
4. The Project Implementing Entity shall ensure that the Project does not include any activities and expenditures on the negative list set forth in the ESMF.
4. The Project Implementing Entity shall ensure, that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard

Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall:
  - (a) take all measures necessary on its part to regularly collect, compile, and submit to the Association on a quarterly basis and promptly in a separate report whenever the Association may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
  - (b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
  - (c) promptly notify the Association 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.
6. The Project Implementing Entity shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

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

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

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project 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 forty five (45) days 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.

**Section III. Other Undertakings**

1. The Project Implementing Entity and the Association hereby agree to amend the Section I.D of the Schedule to the original Project Agreement as reflected in Schedule 2 to this Agreement.



## SCHEDULE 2

### Amendments to the original Project Agreement

**“D. Safeguards**

1. *The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguard Instruments.*
2. *The Project Implementing Entity shall take all measures to implement the Resettlement Action Plan in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:*
  - (a) *sufficient funds are made available to cover all the costs of implementing the Resettlement Action Plan;*
  - (b) *prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the Resettlement Action Plan, as applicable; and*
  - (c) *the implementation, monitoring and evaluation of such Resettlement Action Plan is completed and reported in a manner satisfactory to the Association.*
3. *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 Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.*
4. *The Project Implementing Entity shall ensure that the Project does not include any activities and expenditures on the negative list set forth in the ESMF.*
5. *The Project Implementing Entity shall ensure, that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.*

6. *Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall:*
  - (a) *take all measures necessary on its part to regularly collect, compile, and submit to the Association on a quarterly basis and promptly in a separate report whenever the Association may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;*
  - (b) *promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and*
  - (c) *promptly notify the Association 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.*
7. *The Project Implementing Entity shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association."*