
CREDIT NUMBER 7041-PK

Project Agreement

(Punjab Urban Land Systems Enhancement Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

PROVINCE OF PUNJAB

PROJECT AGREEMENT

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the PROVINCE OF PUNJAB (“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. 7041-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 Secretary of the Planning and Development Department.

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:

Facsimile: E-mail:
1-202-477-6391 CMUPakistan@worldbank.org

4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity's address is:

Secretary
Planning and Development Department
Government of Punjab
Lahore
Pakistan; and

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

Facsimile:
+92-42-99210308

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: _____

01-Oct-2022

Date: _____

PROVINCE OF PUNJAB

By

Zahid Akhtar Zaman

Authorized Representative

Zahid Akhtar Zaman

Name: _____

Senior Member Board of Revenue

Title: _____

03-Oct-2022

Date: _____

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Project Implementing Entity shall establish within one (1) month of Effective Date, and maintain throughout the period of implementation of the Project:
 - (a) the Project Steering Committee, comprised of officials of various government entities, in adequate numbers and under terms of reference satisfactory to the Association, vested with the responsibility of: (i) coordinating various agencies involved in the Project; and (ii) ensuring cooperation of these agencies in executing Project activities;
 - (b) the Project Management Unit, comprised of specialists in various subjects, in adequate numbers and under terms of reference satisfactory to the Association, vested with the responsibility of: (i) overall management, and activities related to fiduciary, reporting and monitoring aspects of the Project; and (ii) overall implementation of the Parts 1, 2, 3 and 4 of the Project; and
 - (c) the Project Implementation Units:
 - (i) to be housed in the Punjab Land Records Authority (“PIU-PLRA”), comprised of officials in adequate numbers and under terms of reference satisfactory to the Association, vested with the responsibility of Part 1.1, 3.1, 3.2 and 3.3 of the Project; and
 - (ii) to be housed in the Provincial Disaster Management Authority (“PIU-PDMA”), comprised of officials in adequate numbers and under terms of reference satisfactory to the Association, vested with the responsibility of Part 3.4, and 3.5 of the Project.
2. The Project Implementing Entity shall vest the overall responsibility for the implementation of the Project in its Project Management Unit and shall maintain, throughout the period of implementation of the Project, the Project Steering Committee, the Project Management Unit and the Project Implementation Units with the composition, financial resources that shall be allocated in the Punjab Government’s annual development budget, and other resources, mandate, and terms of reference satisfactory to the Association and adequate for successful implementation of the Project.
3. Throughout the period of implementation of the Project, the Project Implementing Entity shall, through the Project Steering Committee, Project Management Unit and Project Implementation Units, recruit and retain such consultants as may be needed to support each of their functions in implementing the Project, in adequate numbers and under terms of reference satisfactory to the Association.

B. 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, 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.

C. Project Operational Manual and Project Implementation Arrangements

1. The Project Implementing Entity shall:
 - (a) prepare and promptly furnish to the Association for its review, and adopt, by no later than one (1) month after the Effective Date, a Project Operational Manual in a manner and substance satisfactory to the Association, setting out detailed arrangements and procedures for implementation of the Project including *inter alia*:
 - (i) implementation arrangements including delineation of role and responsibility of various departments, entities, institutions and agencies involved in Project implementation and their coordination;
 - (ii) the procurement procedures and standard procurement documentation;
 - (iii) disbursement arrangements, financial management procedures and audit procedures;
 - (iv) Personal Data collection/processing;
 - (v) annual work plan and budget preparation and review procedures;
 - (vi) the Project performance indicators and monitoring and evaluation arrangements;
 - (vii) arrangement and procedures for environment and social safeguard management including social monitoring and gender strategy;
 - (viii) public awareness and communication arrangements; and
 - (ix) administrative, financial, technical, and organizational arrangements and procedures as shall be required for the Project; and
 - (b) thereafter, implement the Project in accordance with the Project Operational Manual.
2. The Project Implementing Entity shall not amend, abrogate, or suspend, or permit to be amended, abrogated, or suspended any provision of the Project Operational Manual without the prior written agreement of the Association.

3. Notwithstanding the foregoing, if any provision of the Project Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail. Subject to the prior written agreement of the Association, the Project Implementing Entity shall update the Project Operational Manual, as necessary, at all times ensuring compliance thereof with the terms of this Agreement.
4. The Project Implementing Entity shall ensure that collection, storage, usage, or processing of personal data are carried out with due regard to appropriate data protection and privacy standards and practices.

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 six (6) months from 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.