

**OFFICIAL
DOCUMENTS**

LOAN NUMBER 8199-IN

Project Agreement

(Additional Financing for Himachal Pradesh State Roads Project)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

and

STATE OF HIMACHAL PRADESH

Dated *January 21*, 2013

PROJECT AGREEMENT

AGREEMENT dated January 21, 2013, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and STATE OF HIMACHAL PRADESH ("Project Implementing Entity") ("Project Agreement") in connection with the Loan Agreement of same date between India ("Borrower") and the Bank ("Loan Agreement"). 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) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Project 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:
 - (a) carry out the Project through the HPRIDC in accordance with the provisions of Article V of the General Conditions; and
 - (b) provide promptly as needed, the funds, facilities, services and other resources required for the Project.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Bank and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III--REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity's Representative is the Secretary to the Government of Himachal Pradesh in the Department of Public Works.

3.02. The Bank's address is:

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

Facsimile:

1-202-477-6391

3.03. The Project Implementing Entity's address is:

The Secretary, PWD
Government of Himachal Pradesh
Secretariat
Shimla, 171002
Himachal Pradesh
India

Facsimile:

91-177-262-1907

AGREED at New Delhi, India, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By 
Authorized Representative

Name: Onno Ruhl

Title: Country Director, India

STATE OF HIMACHAL PRADESH

By 
Authorized Representative

Name: NARINDER CHAUDHAN

Title: Pr. SECY. (P.W.D.)

SCHEDULE

Execution of the Project

Section I. Institutional Arrangements and Project Undertakings

The provisions of Section I of the Schedule to the Original Project Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*.

Throughout Project implementation, the Project Implementing Entity shall:

- A. ensure that the activities financed by the Loan shall be carried out in accordance with the provisions of the Anti-corruption Guidelines and those set forth in the GAAP.
- B. ensure that the HPRIDC, by March 31, 2014, has developed and operationalized a road accident database management system for better identification, analysis and prioritization of road safety measures.
- C. ensure that the HPRIDC, by December, 31, 2013, has been entrusted with the entire Core Road Network.
- D. ensure that the HPRIDC, by December 31, 2013, has established a proper project management system to facilitate efficient monitoring and management of the Project.

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports

The provisions of Section II.A of the Schedule to the Original Project Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*.

B. Financial Management, Financial Reports; Audits

The provisions of Section II.B of the Schedule to the Original Project Agreement are incorporated herein by reference and apply to the Project, *mutatis mutandis*.

Section III Procurement

All goods, works and services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the provisions of Section III of Schedule 2 to the Loan Agreement.