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**CREDIT NUMBER 6855-PK**

# **Implementing Entity Agreement**

**(Pakistan Crisis-Resilient Social Protection)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**BENAZIR INCOME SUPPORT PROGRAMME**

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## **IMPLEMENTING ENTITY AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and BENAZIR INCOME SUPPORT PROGRAMME (“Implementing Entity”) (“Implementing Entity Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between ISLAMIC REPUBLIC OF PAKISTAN (“Recipient”) and the Association, concerning Credit No. 6855-PK. The Association and the 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 — OPERATION**

- 2.01. The Implementing Entity declares its commitment to the objectives of the Operation. To this end, the Implementing Entity shall carry out the Operation in accordance with the provisions 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 Operation.

### **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 Implementing Entity’s Representative is its Secretary of BISP.
- 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:  
1-202-477-6391

E-mail:  
[CMUPakistan@worldbank.org](mailto:CMUPakistan@worldbank.org)

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

Benazir Income Support Programme  
F-Block Pakistan Secretariat  
Islamabad  
Pakistan; and

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

Facsimile:  
+92-51-9246-319

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

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**



\_\_\_\_\_  
**Authorized Representative**  
Yusuf Khan

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

Secretary BISP

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

29-Mar-2021

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

**BENAZIR INCOME SUPPORT PROGRAMME**

**By**



\_\_\_\_\_  
**Authorized Representative**  
Najy Benhassine

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

Country Director, Pakistan

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

26-Mar-2021

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

## SCHEDULE

### Operation Execution

#### Section I. Implementation Arrangements

##### A. Program Fiduciary, Environmental and Social Systems

1. Without limitation on the provisions of Article V of the General Conditions, the Implementing Entity shall carry out the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the Association which are designed to ensure that:
  - (a) the Financing proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
  - (b) the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

##### B. Institutional Arrangements for the Operation

The Implementing Entity shall maintain, throughout the period of implementation of the Project:

- (a) the Board of the Implementing Entity, which shall continue to approve, *inter alia*: (i) strategies, policies and regulations of the BISP; (ii) the terms and conditions for BISP safety nets programs, including eligibility criteria, periodicity, nature and size of benefits; and (iii) the BISP budget;
- (b) a management body with competent staff and adequate resources acceptable to the Association, including, *inter alia*, a Secretary, a Director-General for cash transfers, a Director-General for the national socio-economic registry, a Director-General for the technology, a Director-General for monitoring and evaluation, a Director-General for finance and accounts, a Director-General for internal audit, a Director-General for complementary initiatives, a Director General for co-responsibility cash transfers, a Director-General for media, communications and outreach, and provincial directors-generals; to be responsible for the day-to-day implementation of the Operation;
- (c) a qualified technical team within the Co-responsibility Cash Transfers, National Socio-economic Registry, Technology, Monitoring and Evaluation, Finance and Accounts, Internal Audit, Complementary

Initiatives, and Media, Communications and Outreach units, with the necessary experience and qualifications acceptable to Association, and operating under terms of reference agreed to between the Recipient and the Association, who shall report to the Director-General of the respective unit, or his or her designee;

- (d) an independent consultant with experience and qualifications acceptable to the Association, under terms of reference acceptable to the Association, to be responsible for the carrying out review of operational activities covered under the Program; and
- (e) a financial management specialist to support the Director-General for finance and accounts and a procurement specialist to support Director for Procurement.

**C. Additional Implementation Arrangements**

1. Without limitation upon the generality of Part B of this Section I, the Implementing Entity shall carry out the Program Action Plan in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association.

The Implementing Entity shall:

- (a) implement the Program Action Plan agreed with the Association, in a manner and substance satisfactory to the Association; and
  - (b) refrain from amending, revising, waiving, voiding, suspending or abrogating, any provision of the Program Action Plan, whether in whole or in part, without the prior written concurrence of the Association.
2. In the event of any inconsistency between the provision of the Program Action Plan and those of this Agreement and/or the Financing Agreement, the provision of the latter agreement shall govern.
  3. The 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.

**D. Environmental and Social Standards for the Project**

1. The 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 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 Implementing Entity shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, 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 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 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The 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 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.
7. The Implementing Entity shall maintain, throughout the implementation of the Project, a Project grievance redress mechanism, with staffing and operating procedures acceptable to the Association, for monitoring and addressing the concerns of people affected by the Project and building public and stakeholder support for the Project.

**Section II. Excluded Activities for the Program**

The Implementing Entity shall ensure that the Program shall exclude any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost \$50,000,000 equivalent or more per contract; (2) goods, estimated to cost \$30,000,000 equivalent or more per contract; (3) non-consulting services, estimated to cost \$20,000,000 equivalent or more per contract; or (4) consultants' services, estimated to cost \$15,000,000 equivalent or more per contract.

**Section III. Operation Monitoring, Reporting and Evaluation**

**A. Operation Monitoring, Reporting and Evaluation for the Operation**

The Implementing Entity shall monitor and evaluate the progress of the Program and the Project and prepare Program Reports and Project Reports in accordance with the provisions of Section 5.08 (b) of the General Conditions. Each Project Report and Program Report shall cover the period of one 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 and Program Report.



2. Notwithstanding the provision of paragraph 1 above, the Implementing Entity shall:
  - (a) prepare, by no later than July 31, 2023, and furnish to the Recipient and the Association, a mid-term review report, in a manner and substance satisfactory to the Association, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 above on the progress achieved in the carrying out of the Operation and the Program Action Plan during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Operation and the Program Action Plan, and the achievement of the objectives of the Operation, during the period following such date; and
  - (b) review with the Association, by September 30, 2023, or such later date as the Association shall request, the mid-term review report referred in subparagraph (a) above, and, thereafter, take all measures required to ensure the efficient completion of the Operation and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.
3. The 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.