
LOAN NUMBER 9169-IN

Project Agreement

(Meghalaya Integrated Transport Project)

between

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

and

STATE OF MEGHALAYA

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF MEGHALAYA (“Project Implementing Entity”) (“Project Agreement”) in connection with the Loan Agreement (“Loan Agreement”) of the Signature Date between India (“Borrower”) and the Bank, concerning Loan No. 9169-IN. 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) 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 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 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 — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity’s Representative is its Chief Secretary.
- 3.02. For purposes of Section 10.01 of the General Conditions:

- (a) the Bank’s address is:

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

- (b) the Bank’s Electronic Address is:

Facsimile:
1-202-477-6391

3.03. For purposes of Section 10.01 of the General Conditions:

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

Meghalaya Infrastructure Development Finance Corporation (MIDFC)
House No. L/A-56, Lower Nongrim Hills,
Shillong, East Khasi Hills – 793003,
Meghalaya; and

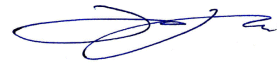
(b) the Project Implementing Entity's Electronic Address is:

E-mail:
midfcmegh@gmail.com

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Hideki Mori

Name: _____

Title: _____ Acting Country Director for India

Date: _____ 19-Nov-2020

STATE OF MEGHALAYA

By



Authorized Representative

Vijay Kumar

Name: _____

Title: _____ Secretary, Planning Department

Date: _____ 19-Nov-2020

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity (PIE) shall vest responsibility for overall coordination of Project implementation to MIDFC as the Project Management Unit (“PMU”), to be responsible for overall planning, budget allocation, coordination, and monitoring of the Project.
2. Without limitation to the provision of paragraph 1 of this Schedule, the PIE shall vest responsibility for implementation of all civil works to PWD, while the Road Safety Cell will be responsible for implementation of Sub-Component 2.4 of the Project.
3. No later than one (1) month after the Effective Date, or such later date as may be agreed between the Bank and the PIE, the PIE shall establish, and thereafter maintain throughout Project implementation, the Project Core Team, with composition, resources, qualifications, experience, and terms of reference acceptable to the Bank, all as set forth in the PIM.
4. The PIE, through its PWD, shall maintain throughout Project implementation, a Task Force to implement the TSMP and a Centre of Excellence by enhancing the role of the existing road research laboratory, the Centre to enhance capacity and knowledge base and promote innovations and new ways of doing business in transport agencies.
5. Without limitation to the provision of paragraph 1 of this Schedule, the PIE shall vest responsibility for implementation of all Project activities in its districts to the field divisions of the respective implementing agencies while the performance-based maintenance contracts will be implemented by the field divisions of PWD by engaging VECs and women self-help-groups, and field divisions will be responsible to mobilize support of and coordination with local administration, VECs, local communities, and departments such as forest, revenue, marketing, and those involved in utility shifting.
6. No later than six (6) months after the Effective Date, or such later date as may be agreed between the Bank and the PIE, the PIE shall engage: (a) supervision consultants for implementation of civil works for SH, MDR, and UR; (b) technical examiners for independent quality review of all other infrastructure works; (c) individual experts and contract staff to complement in-house capacities; (d) a PMC (either individuals or a firm) to support Project implementation and undertake bi-annual performance audits to identify any implementation issues and recommend remedial measures; and (e) academic and

research institutions for technical assistance, all with qualifications, experience, and terms of reference acceptable to the Bank.

7. No later than one (1) month after the Effective Date, the PIE shall establish and thereafter maintain throughout Project implementation an Environmental and Social Cell within the PWD, with composition, resources, qualifications, experience, and terms of reference acceptable to the Bank.

B. Project Implementation

1. No later than three (3) months after the Effective Date, the PIE, through the PMU, shall prepare and adopt, and thereafter maintain throughout the implementation of the Project, the Project Implementation Manual, containing detailed guidelines and procedures for the implementation of the Project.
2. The PIE, through the PMU, shall implement the Project in accordance with the PIM.
3. The PIE shall refrain from amending, suspending, waiving, and/or voiding any provision of the PIM, whether in whole or in part, without the prior written concurrence of the Bank.
4. In the event of a conflict between the provisions of the PIM, on the one hand, and those of this Agreement and/or the Loan Agreement on the other hand, the provisions of the latter Agreements shall govern.
5. The PIE shall provide, as needed, the funds, facilities, services, and other resources required for the Project.
6. The PIE shall provide adequate funds for implementation of maintenance pilots under Sub-component 1.3 of the Project and shall show the allocated amount in its annual maintenance budget.

C. Safeguards

1. The PIE, through the PMU, shall:
 - (a) carry out the Project in accordance with the ESMF, RPF, the EIAs, EMPs, ESIAAs, SIAs, RAPs, IPPF, and IPDP (“Safeguard Documents”), prepared and/or to be prepared pursuant to paragraph 2 of this sub-section in accordance with the objectives, policies, procedures, guidelines, time schedules, compensation arrangements and other provisions set forth in the ESMF and RPF, in each case in a manner and in substance satisfactory to the Bank; and

- (b) refrain from taking any action which would prevent or interfere with the implementation of the Safeguard Documents, including any amendment, suspension, waiver, and/or avoidance of any provision of the Safeguard Documents, whether in whole or in part, without the prior written concurrence of the Bank.
- 2. The PIE, through the PMU, shall refrain from awarding any contract to contractors or undertaking any activities which would result in Affected Persons, until and unless:
 - (a) the proposed activities have been screened in accordance with the guidelines, standards and procedures set forth in the ESMF and RPF;
 - (b) all of the respective EIA(s), EMP(s), SIA(s), RAP(s) required pursuant to the ESMF and RPF has/have been prepared and submitted to the Bank for review and the Bank has notified the Borrower in writing of its no-objection thereto; and
 - (c) the foregoing Safeguard Documents have been publicly disclosed by the Borrower in local language(s) at the relevant sub-project's sites, at least one hundred and twenty (120) days prior to the award of the contract for the related works.
- 3. The PIE, through the PMU, shall ensure that, prior to commencing any civil works under the Project: (a) all necessary governmental permits and clearances for such civil works in the relevant road, or section, shall have been obtained from the competent governmental authority/ies and submitted to the Bank; (b) all pre-construction conditions imposed by the governmental authority/ies under such permit(s) or clearance(s) shall have been complied with/fulfilled; and (c) all resettlement measures set forth in the applicable RAP shall have been fully executed, including the full payment of compensation prior to displacement and/or the provision of relocation assistance to all Affected Persons, as per the entitlements provided in the RPF and/or the applicable RAP.
- 4. The PIE, through the PMU, shall ensure that each contract for civil works under the Project includes the obligation of the relevant contractor to comply with the relevant Safeguard Documents applicable to such civil works commissioned/awarded pursuant to said contract.
- 5. The PIE, through the PMU, shall:
 - (a) maintain monitoring and evaluation protocols and record keeping procedures acceptable to the Bank and adequate to enable the Borrower and the Bank to supervise and assess, on an on-going basis, the implementation of/compliance with the Safeguards Documents, as well as the achievement of the objectives thereof; and

- (b) furnish to the Bank, throughout the period of Project implementation:
 - (i) quarterly reports on the physical and financial progress of Project activities, the general compliance with the Safeguard Documents, the social and environmental impact of Project activities, and the results of the mitigation or benefit-enhancing measures applied thereto, during the period preceding the date of each such report; and
 - (ii) quarterly reports assessing the contractors' general compliance with the Safeguard Documents and the respective works contracts, monitor the efficacy of the social and environmental management measures, and the results of the mitigation or benefit-enhancing measures applied thereto, with particular emphasis on the implementation and results of resettlement activities, during the period preceding the date of each such report.

- 6. The PIE shall ensure that the following Project expenditures are financed exclusively out of the PIE's own resources, and, to this end, shall provide, as promptly as needed, the resources required therefor, namely:
 - (a) all land acquisition required for the purpose of the Project; and
 - (b) any compensation, resettlement and rehabilitation payment to Affected Persons in accordance with the provision of the RAPs.

- 7. In the event of any conflict between the provisions of any of the ESMF, RPF, EIAs, EMPs, ESIA, SIAs, RAPs, IPPF, and IPDP, and any other instruments required under the Safeguard Documents, on the one hand, and the provisions of this Agreement, on the other hand, the provisions of this Agreement shall prevail.

- 8. The PIE, through the PMU, shall ensure that all technical assistance, including studies and research, under the Project shall only be undertaken pursuant to terms of reference agreed with the Bank, such terms of reference to ensure that such technical assistance takes into account, and calls for the application of, the Bank's policies in relation to environmental and social safeguards and the Borrower's laws relating to the environmental and social aspects of such technical assistance.

- 9. The PIE shall maintain and publicize throughout the period of Project Implementation the availability of a grievance mechanism, in form and substance satisfactory to the Bank, 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 Bank.

Section II. Project Monitoring, Reporting and Evaluation

1. The PIE, through the PMU, 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 indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar semester and shall be furnished to the Bank not later than forty-five days after the end of the period covered by such report.

2. The PIE, through the PMU, shall prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank no later than thirty-six (36) months from the Effective Date, a consolidated mid-term review report for the Project, summarizing the results of the monitoring and evaluation activities carried out from the inception of the Project, and setting out the measures recommended to ensure the efficient completion of the Project and to further its objective.