
LOAN NUMBER 9181-IN

Project Agreement

(Second Dam Rehabilitation and Improvement Project)

between

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

and

STATE OF MAHARASHTRA

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF MAHARASHTRA (“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. 9181-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 its Respective Part of 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 its Respective Part of the Project.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity’s Representative is its Principal Secretary, Water Resource Department or such other person or persons as he or she shall designate in writing.
- 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:

Principal Secretary, Water Resource Department
3rd Floor, Main Building, Hutatma Rajguru Chowk
Madam Kama Road
Mantralaya, Nariman Point
Mumbai – 400032
Maharashtra,
India; and

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

E-mail:

psecwr.wrd@maharashtra.gov.in

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Junaid Kamal Ahmad

Title: Country Director

Date: 04-Aug-2021

STATE OF MAHARASHTRA

By



Authorized Representative

Name: Ajay Kohirkar

Title: Secretary (CAD) WRD

Date: 04-Aug-2021

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 implementation of its Respective Part of the Project to its Water Resources Department.
2. The PIE, shall:
 - (a) maintain throughout Project implementation:

Project Management Unit (“PMU”)

- (i) its respective PMU in coordination with the respective Dam Safety Organization (“DSO”), to be responsible for implementation of its Respective Part of the Project, with composition, resources, terms of reference, experience, and qualifications acceptable to the Bank and the Borrower, including government staff, supplemented with consultants, in numbers and with experience and qualifications agreed with the Bank, including, inter alia, technical, environmental and social safeguards, monitoring and evaluation, and fiduciary (procurement and financial management) specialists;

State-level Steering Committee

- (ii) its respective State-level Steering Committee to provide overall coordination and strategic guidance of the Project at the PIE level, with composition, resources, terms of reference, experience, and qualifications, acceptable to the Bank;

Dam Safety Review Panels (“DSRPs”)

- (iii) its respective DSRP, with composition, resources, terms of reference, experience, and qualifications acceptable to the Bank; and

- (b) carry out its Respective Part of the Project in accordance with the provisions of the PIM and this Agreement.

B. Implementation Arrangements

1. Project Implementation Manual (“PIM”)

- (a) The PIE shall prepare and adopt the PIM within three months of the Effective Date

and thereafter shall maintain the Project Implementation Manual, acceptable to the Bank, throughout the implementation of the Project.

- (b) The PIE shall:
 - (i) ensure that its Respective Part of the Project is carried out in accordance with the Project Implementation Manual;
 - (ii) not amend, delete or waive any provision of the Project Implementation Manual without the prior written agreement of the Borrower and the Bank; and
 - (iii) in the event of a conflict between the provisions of the PIM on the one hand, and those of this Agreement on the other hand, the provisions of this Agreement shall govern.

2. Annual Work Plans and Financial Allocations

The PIE shall:

- (a) prepare and furnish to the Bank for its review by December 1 of each year until Project completion, commencing on April 1, 2022, an annual work plan and budget for implementation of its Respective Part of the Project for the following fiscal year and thereafter carry out such annual plan considering the Bank's comments thereon; and
- (b) take all necessary steps to ensure all activities for its Respective Part of the Project for which the PIE is responsible pursuant to the terms of this Agreement, are implemented in accordance with the provisions of this Agreement.

C. Environmental and Social Standards

- 1. The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that its Respective Part of the Project is implemented in accordance with the respective Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Project Implementing Entity shall ensure that:
 - (a) the measures and actions specified in the respective ESCP are implemented with due diligence and efficiency, and provided in the respective ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the respective ESCP;

- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the respective ESCP, as provided in the respective ESCP; and
 - (d) the respective ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the respective ESCP, and ensure that the revised respective ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the respective 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 Bank through regular reports, with the frequency specified in the respective ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the respective ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the respective ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the respective ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank 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 respective 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 Bank.
- 6. The Project Implementing Entity shall ensure that all bidding documents and contracts for civil works under its Respective Part of the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the respective 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.

Section II. Project Monitoring, Reporting and Evaluation

1. The PIE 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 indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Borrower not later than four weeks after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Project Report.

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