Project Agreement

(West Bengal Major Irrigation and Flood Management Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

STATE OF WEST BENGAL
AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and STATE OF WEST BENGAL ("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. 9025-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 the Chief Secretary of West Bengal 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:

Telex: Facsimile:

248423(MCI) or 1-202-477-6391  
64145(MCI)

3.03. For purposes of Section 10.01 of the General Conditions: (a) the Project Implementing Entity’s address is:
Chief Engineer and Project Director
WBMIFMP
Jalasampad Bhavan 9th floor
Salt Lake, Kolkata 700091
West Bengal, India; and

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

E-mail:
ce.pd.wbmifmp@gmail.com

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

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: JUNAD KAMAL AHMAD
Title: COUNTRY DIRECTOR, INDIA
Date: MAY 15, 2020

STATE OF WEST BENGAL

By

Authorized Representative

Name: KRISHNA GUPTA
Title: PRINCIPAL RESIDENT COMMISSIONER
Date: MAY 15, 2020
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangement

Without limitation upon the provisions of Article III, Section 3.01 of the Loan Agreement, West Bengal shall:

1. maintain, at all times during Project implementation, a State Project Management Unit (SPMU) within Irrigation and Waterways Department’s regular structure, with functions, responsibilities and resources acceptable to the Bank, including, inter alia, the responsibility of said unit to coordinate and monitor the carrying out of the Project;

2. (a) ensure that the SPMU is, at all times during Project implementation, led by a project director in the rank of chief engineer and assisted by: (i) adequate professional and administrative staff (including procurement and financial management specialists), in numbers and with experience and qualifications acceptable to the Bank, operating under terms of reference acceptable to the Bank; (ii) nodal officers appointed from select departments with mandate relevant to the Project and supported by consultants including for construction supervision;

(b) without limitation to paragraph (a) above, ensure that no later than ninety (90) days after the Effective Date, an environmental specialist and a social development specialist are recruited for the SPMU, under terms of reference - and possessing experience and qualifications - acceptable to the Bank;

3. maintain at all times during Project implementation a Technical Steering Committee at the state level, headed by the Chief Secretary and comprising heads of all concerned departments, with responsibilities and functions acceptable to the Bank including, inter alia, reviewing broad progress in implementing the project, coordinating among departments and providing guidance on policy matters;

4. (a) maintain, at all times during Project implementation two District Project Management Units (DPMUs) at the district level, led by a superintendent engineer, and assisted by adequate professional and administrative staff in numbers and with experience and qualifications acceptable to the Bank, operating under terms of reference acceptable to the Bank;

(b) without limitation to paragraph (a) above, ensure that no later than ninety (90) days after the Effective Date, an environmental specialist and a social development specialist are recruited for each DPMU, under terms of reference - and possessing experience and qualifications - acceptable to the Bank;

5. maintain at all times during Project implementation four District Project Implementation Units (DPIUs) - for Purba Bardhaman (including Paschim Bardhaman), Bankura, Hooghly
and Howrah districts - each with composition, responsibilities and functions acceptable to the Bank including, *inter alia*, contract administration and making payment for all works and non-consultancy services undertaken in their respective districts;

6. without limitation to other provisions of this Section I, recruit and retain such consultants – in such numbers as may be needed to support the functions of the entities referred to in this Section – including providing project management, monitoring and evaluation and construction supervision services - all with qualifications, experience and under the terms of reference acceptable to the Bank as further detailed in the Project Implementation Manual.

**B. Project Implementation Manual**

1. West Bengal shall:

   (a) prepare a Project implementation manual in form and substance acceptable to the Bank, containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (i) institutional arrangements including delineation of role and responsibility of various ministries, 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) annual work plan and budget preparation and review procedures including arrangements for conducting training needs assessments and preparing training plans; (v) the Project indicators and key performance indicators of irrigation service providers and monitoring and evaluation arrangements; (vi) arrangement and procedures for environment and social safeguard management; (vii) public awareness and communication arrangements; (viii) description of the role and responsibility of irrigation service providers in Project implementation, applicable arrangements and procedures including requisite template contracts and other documentation; (ix) responsibilities of key experts; and (x) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project;

   (b) (i) furnish to - and exchange views with - the Bank on such manual promptly upon its preparation; and (ii) thereafter adopt such manual as shall have been approved by the Bank (Project Implementation Manual);

   (c) ensure that the Project is implemented in accordance with the Project Implementation Manual;

   (d) not amend, suspend, abrogate, repeal or waive any provisions of the Project Implementation Manual without the prior written agreement of the Bank; and

   (e) with the prior written agreement of the Bank, update the Project Implementation Manual, as necessary, at all times ensuring compliance thereof with the terms of this Agreement.
2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the latter shall prevail.

C. Annual Work Plans and Budgets

1. West Bengal shall prepare and furnish to the Bank not later than January 31 of each year during the implementation of the Project, the Project’s consolidated annual work plan and budget for the following Fiscal Year containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following fiscal year and agreed with the Bank in the procurement plan; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor - including the portion of the Counterpart Funds to be made available in that year - and disbursement schedule; and (iii) the training plan for such period, except for the annual work plan and budget for the first year which shall be furnished prior to the commencement of the relevant activities under the project.

2. West Bengal shall ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the training envisaged; (ii) the basis for selection of the institutions or individuals conducting such training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said training; and (iv) the selection of the personnel who will attend the training, and number and names of such personnel if already known.

3. West Bengal shall: (a) afford the Bank a reasonable opportunity to exchange views with West Bengal on each such proposed annual work plan and budget; (b) adopt the plan as shall have been approved by the Bank (Annual Work Plan and Budget) and thereafter ensure that the Project is carried out in accordance with each of such Annual Work Plan and Budget, in a manner satisfactory to the Bank.

4. West Bengal shall not amend, suspend, abrogate or waive said Annual Work Plan and Budget or any of its provisions without the prior written agreement of the Bank.

D. Safeguard

1. West Bengal shall ensure that:

(a) the Project is carried out with due regard to appropriate health, safety, social, and environmental practices and standards, and in accordance with the Safeguards Instruments;

(b) for each activity under the Project for which Subproject specific ESMP and RAP has been prepared and disclosed in line with the agreed ESMF, take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Subproject ESMP and Subproject RAP in a manner satisfactory to the Bank;

(c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Bank. To this end, West Bengal shall ensure that:
(i) Funds are made available to cover all the costs of implementing the RAP.

(ii) Prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with resettlement assistance in accordance with the RAP, as applicable; and

(iii) the implementation, monitoring and evaluation of such RAP is completed and reported in a manner satisfactory to the Bank.

(d) For each set of activities under the Project for which the TPPF provides for the preparation of an Subproject Tribal Peoples Plan, the West Bengal shall ensure:
   (a) prior to the carrying out of any said activities, prepare and/or cause to be prepared and furnish to the Bank, a Subproject Tribal Peoples Plan, in accordance with the TPPF and satisfactory to the Bank; and (b) thereafter, adopt and implement, and/or cause to be adopted and implemented, said Subproject Tribal Peoples Plan in accordance with its terms and in a manner satisfactory to the Bank.

2. West Bengal shall ensure that the obligation to comply with the relevant Safeguard Instruments is incorporated: (a) in the contracts between West Bengal and the relevant contractor[s] and any entity (including any engineer) supervising the Project’s and the Subproject’s civil works; and (b) in the contracts between the relevant contractor[s] and the contractors’ subcontractors.

3. West Bengal shall ensure that all the bidding documents and contracts include the obligation of the relevant contractors and subcontractors to: (i) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers’ camps; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers; as applicable to such civil works commissioned or carried out pursuant to said contracts.

4. West Bengal shall ensure that the Project does not include any activities, and expenditures, on the negative list set forth in the ESMF and ESIA.

5. Except as the Bank shall otherwise agree in writing, the West Bengal shall ensure that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

6. West Bengal shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Bank Safeguards Policies and EHS Guidelines.
Without limitation upon its other reporting obligations under this Agreement, West Bengal shall:

a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank every calendar semester as part of the Project Report - and promptly in a separate report whenever the Bank may require - information on the status of compliance with the Safeguards Instruments. Such information shall include: (i) measures taken in furtherance of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and (iii) remedial measures taken or required to be taken to address such conditions;

b) promptly furnish to the Bank a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project’s civil works, the Project’s contractors and/or subcontractors; and

c) promptly upon receipt, West Bengal shall furnish to the Bank any notification received from any entity (including any engineer) supervising the Project’s civil works, the Project’s contractors and/or subcontractors regarding any incident that have might occurred during Project implementation.

Section II. **Project Monitoring, Reporting and Evaluation**

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 indicators acceptable to the Bank. Each such Project Report shall cover the period of one (1) calendar semester and shall be furnished to the Borrower no later than three (3) weeks after the end of the period covered by such report for incorporation into the overall Project Report to be forwarded to the Bank.

2. No later than April 30, 2023, the Project Implementing Entity shall, in conjunction with the Bank and the Borrower, carry out a mid-term review of the Project (the “Mid-term Review”), covering the progress achieved in the implementation of the Project. To this end, the Project Implementing Entity shall prepare - under terms of reference satisfactory to the Bank - and furnish to the Bank not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the Project’s monitoring and evaluation activities, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Project Implementing Entity shall act promptly and diligently in order to take, or cause to be taken, measures recommended to ensure the efficient completion of the Project and the achievement of the objectives as well as any corrective action deemed necessary by the Bank to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.
Section III. Other Undertakings

1. **Grievance Redress Mechanism.** West Bengal shall maintain, throughout Project implementation, and publicize the availability of a grievance redress 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.

2. Without limitation to provisions of paragraph 1 above, not later than one month after Effective Date West Bengal shall establish a functional web-based grievance redress mechanism, in form and substance satisfactory to the Bank.