Project Agreement

(Preparation of the Communal Services Development Fund Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

STATE UNITARY ENTERPRISE KHOCHAGII MANZILU KOMUNALI

Dated 11 September, 2013
PROJECT AGREEMENT

Agreement dated , 2013, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION, the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (collectively, the "World Bank") and the STATE UNITARY ENTERPRISE KHOJAGIYI MANZILIYU KOMMUNALI ("Project Implementing Entity") ("Project Agreement") in connection with the Grant Agreement ("Grant Agreement") of same date between the Republic of Tajikistan ("Recipient") and the World Bank. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to the Grant Agreement) constitute an integral 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 Grant Agreement or the Standard 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 11 of the Standard Conditions, and shall 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 World 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 — TERMINATION

3.01. For purposes of Section 6.02 of the Standard Conditions, the date on which the provisions of this Agreement shall terminate is the date on which the Grant Agreement and all obligations of the parties under it shall forthwith terminate when all such obligations have been fully performed.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is the Director General of the Project Implementing Entity.
4.02. The World Bank’s Address is:

World Bank
1818 H Street, NW
Washington, DC 20433
United States of America

Cable: Telex: Facsimile:
INDEVAS 248423(MCI) 1-202-477-6391
Washington, D.C.

4.03. The Project Implementing Entity’s Address is:

State Unitary Enterprise Khojagiyi Manziliyu Kommunali
56 Karabaeva
Dushanbe
Republic of Tajikistan

Facsimile:
996 372 217798

AGREED at Dushanbe, Tajikistan, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION
INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By

Authorized Representative
Name: MARSHA MCGRAW OLIVE
Title: COUNTRY MANAGER

KHOCHAGII MANZILU KOMUNALI

By

Authorized Representative
Name: Alimurod Tagimurodov
Title: Director General
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. To facilitate the carrying out of the Project, the Project Implementing Entity shall enter into a subsidiary agreement with the Recipient, under terms and conditions approved by the World Bank ("Subsidiary Grant Agreement").

2. The Project Implementing Entity shall exercise its rights under the Subsidiary Grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions.

3. The Project Implementing Entity shall enter into a Project Implementation Agreement with the PMU, on terms and conditions satisfactory to the World Bank, which shall specify the division of responsibilities and their respective roles in the implementation of the Project.

4. The Project Implementing Entity shall exercise its rights under the Project Implementation Agreement, and shall ensure that the PMU exercises its rights under the Project Implementation Agreement, in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive the Project Implementation Agreement or any of its provisions.

5. The Project Implementing Entity shall promptly inform the World Bank of any condition which interferes or threatens to interfere with the progress of the Project or the performance by the Project Implementing Entity of its obligations under this Agreement, the Subsidiary Grant Agreement or the Project Implementation Agreement.

6. The Project Implementing Entity shall take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to perform such obligations, and shall not take or permit to be taken any action that would prevent or interfere with such performance.

B. Anti-Corruption

The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than twenty-one (21) days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Project Report.

2. Not later than one hundred twenty (120) days after the Closing Date, the Project Implementing Entity shall provide to the Recipient, for incorporation in the reports referred to in Section 2.06 of the Standard Conditions, all such information as the Recipient or the World Bank shall reasonably request for the purposes of such report.

B. Financial Management, Financial Reports and Audits

1. The Project Implementing Entity shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations and financial condition of the Project Implementing Entity, including the operations, resources and expenditures related to the Project.

2. The Project Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank. Each audit of these financial statements shall cover the period of one fiscal year of the Project Implementing Entity. The Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the World Bank not later than six months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the World Bank.

Section III. Procurement

All goods and services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the provisions of Section 2.06 of Article II to the Grant Agreement.