Project Agreement

(Andhra Pradesh Integrated Irrigation and Agriculture Transformation Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

STATE OF ANDHRA PRADESH
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and STATE OF ANDHRA PRADESH ("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. 8910-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 any of the following: Secretary, Principal Secretary of Water Resources Department of the Government of Andhra Pradesh.

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: E-mail:
1-202-477-6391 jahmad@worldbank.org
3.03. For purposes of Section 10.01 of the General Conditions: (a) the Project Implementing Entity’s address is:
Secretary to Government of Andhra Pradesh
Water Resources Department
AP Secretariat, Velagapudi, Guntur District
Andhra Pradesh, India; and
(b) the Project Implementing Entity’s Electronic Address is:
Phone E-mail:
+91-863-2444248 secy_irrgn@ap.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, INDIA
Date: NOVEMBER 5, 2018

STATE OF ANDHRA PRADESH

By

Authorized Representative

Name: DR. P.S. RAGHAVAIAH
Title: IFS, STATE PROJECT DIRECTOR
Date: NOVEMBER 5, 2018
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall vest the responsibility for the overall coordination of Project activities in the WRD. To this end, the Project Implementing Entity shall:

1. establish, within three (3) months of the Effective Date, and maintain throughout the period of Project implementation, a Project Steering Committee (PSC), chaired by the chief secretary of Andhra Pradesh, and comprising of the secretaries or principal secretaries of the government of Andhra Pradesh for finance, water resources, agriculture, horticulture and fisheries, which shall have functions and responsibilities acceptable to the Bank, including, inter alia: (a) advising on strategic directions and supporting activities; (b) approving annual work plan and budget; (c) ensuring collaboration among stakeholders; and (d) reviewing Project progress reports, ensuring Project activities are effective and advising on any adjustments needed to the annual work plan;

2. establish, within three (3) months of the Effective Date, and maintain throughout the period of Project implementation, an Empowered Finance Committee (EFC), chaired by the secretary of WRD, which shall have functions and responsibilities acceptable to the Bank, including, inter alia, managing Project financial resources and overseeing allocation and reallocation of funds;

3. establish within three (3) months of the Effective Date, and maintain throughout the period of Project implementation, a Project Management Unit (PMU), headed by a Project director, which shall be provided with experienced and qualified staff, in sufficient numbers and under terms of reference acceptable to the Bank, to carry out the responsibility of providing operational management support and coordination for the Project, including (a) ensuring all Project activities are planned, financed and implemented as per the annual work plan and budget, (b) ensuring Project implementation is in accordance with the PIP; (c) ensuring that procurement and financial management activities are carried out in timely manner in accordance with the PIP; (d) ensuring compliance with the Safeguard Instruments; (e) monitoring Project activities; and (f) preparing quarterly and annual Project progress reports and ensuring their timely submission to the Bank;

4. establish within three (3) months of the Effective Date, and maintain throughout the period of Project implementation, District Project Management Units (DPMUs) in each Project district, headed by the district Project director, which shall be provided with experienced and qualified staff, in sufficient numbers and under terms of reference acceptable to the Bank, to carry out the responsibilities of Project implementation and monitoring at the district level, including: (a) preparing integrated cascade development plans; (b) executing detailed project reports for civil works; (c) market information dissemination and communication; and (d) managing and coordinating with district-level support organizations.
B. PIP

1. For purposes of implementing the Project, the Project Implementing Entity shall:

   a. prepare, approve and adopt a Project Implementation Plan ("PIP") in a manner and substance satisfactory to the Bank, and thereafter carry out the Project in accordance with the provisions of the PIP, which shall include, inter alia: (i) the details of the Project activities including results framework and overall budget; (ii) the Project implementation arrangements; (iii) the format of the interim unaudited financial reports to be submitted under the Project; (iv) the Project's financial management and procurement requirements; (v) the Project’s environmental and social safeguard requirements; and (vi) the Project's monitoring and evaluation, and reporting requirements; and

   b. refrain from amending, suspending, waiving, and/or voiding any provision of the PIP, whether in whole or in part, without the prior written concurrence of the Bank.

2. In the event of a conflict between the provisions of the PIP and those of this Agreement or of the Loan Agreement, the provisions of the latter Agreement(s) shall govern.

C. Safeguards

1. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the Safeguard Instruments.

2. The Project Implementing Entity shall ensure that the obligation to comply with the relevant Safeguard Instruments is incorporated: (a) in the contracts between the Project Implementing Entity and the relevant contractor(s) and any entity (including any engineer) supervising the Project's civil works; and (b) in the contracts between the relevant contractor(s) and the contractors' subcontractors.

3. The Project Implementing Entity shall ensure that no activity which could trigger the application of Bank's Operational Policy 4.12 (Involuntary Resettlement) dated December 2001 and revised April 2013, will be carried out under the Project.

4. Except as the Bank shall otherwise agree, the Project Implementing Entity shall ensure, and cause to 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 or of the Loan Agreement, the provisions of the latter Agreement(s) shall prevail.
Section II. Project Monitoring, Reporting and Evaluation

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 calendar semester, and shall be furnished to the Borrower not later than two 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.