
LOAN NUMBER 2456 - IND
(Supplementary to Loan No. 2046 – IND)

PROJECT AGREEMENT

(Urban Water Supply and Environmental Improvement in Madhya Pradesh Project-
Supplementary)

between

ASIAN DEVELOPMENT BANK

and

THE STATE OF MADHYA PRADESH

DATED 10 November 2008

PAL: IND 32254

PROJECT AGREEMENT

PROJECT AGREEMENT dated 10 November 2008 between ASIAN DEVELOPMENT BANK (hereinafter called ADB) and the State of Madhya Pradesh acting by its Governor (hereinafter called the State).

WHEREAS

(A) by a Loan Agreement of even date herewith between India (hereinafter called the Borrower) and ADB, ADB has agreed to make to the Borrower a loan of seventy one million dollars (\$ 71,000,000) on the terms and conditions set forth in the Loan Agreement, but only on the condition that the proceeds of the Loan be made available to the State and that the State agrees to undertake certain obligations towards ADB as hereinafter set forth; and

(B) The State, in consideration of ADB entering into the Loan Agreement with the Borrower, has agreed to undertake the obligations hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Loan Agreement and in the Loan Regulations (as so defined) have the respective meanings therein set forth.

ARTICLE II

Particular Covenants

Section 2.01. (a) The State shall carry out, and shall cause each Project City to carry out, the Project with due diligence and efficiency, and in conformity with sound administrative, financial, engineering, environmental and urban development practices.

(b) In the carrying out of the Project and operation of the Project facilities, the State shall perform all obligations set forth in the Loan Agreement to the extent that they are applicable to the State.

Section 2.02. The State shall make available, promptly as needed, the funds, facilities, services, equipment, land and other resources which are required, in addition to the proceeds of the Loan, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, the State shall employ, or cause each Project City to employ competent and qualified consultants and contractors, acceptable to the State and ADB, to an extent and upon terms and conditions satisfactory to the State and ADB.

(b) Except as ADB may otherwise agree, all Goods, Works and consulting services to be financed out of the proceeds of the Loan shall be procured in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where Goods, Works or consulting services have not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. The State shall carry out, and cause each Project City to carry out, the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. The State shall furnish, or cause each Project City to furnish, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) The State shall take out and maintain, or cause each Project City to take out and maintain, with responsible insurers, or make other arrangements satisfactory to ADB for, insurance of Project Facilities to such extent and against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, the State undertakes to insure, or cause each Project City to insure, the Goods to be imported for the Project and to be financed out of the proceeds of the Loan against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable to replace or repair such Goods.

Section 2.06. The State shall maintain, or cause each Project City to maintain, records and accounts adequate to identify the Goods, Works, and consulting services financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and the State shall cooperate fully to ensure that the purposes of the Loan will be accomplished.

(b) The State shall promptly inform the Borrower and ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement or Onlending Agreements, or the accomplishment of the purposes of the Loan.

(c) ADB and the State shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project and the Loan.

Section 2.08. (a) The State shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loan and the expenditure of the proceeds thereof; (ii) the Goods, Works, and consulting services financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of the Project Executing Agency and the Project Cities in relation to the Loan and the Project; and (v) any other matters relating to the purposes of the Loan.

(b) Without limiting the generality of the foregoing, the State shall furnish to ADB quarterly reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the quarter under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following quarter.

(c) Promptly after physical completion of the Project, but in any event not later than three (3) months thereafter or such later date as ADB may agree for this purpose, the State shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and operation of the Project, including its cost, the performance by the State of its obligations under this Project Agreement and the accomplishment of the purposes of the Loan.

Section 2.09. (a) The State shall cause the Project Executing Agency and each Project City to (i) maintain separate accounts for the Project and for its overall operations; (ii) have such Project accounts and related financial statements (statement of income and expenses, and related statements) audited annually, in accordance with appropriate auditing standards consistently applied, by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB; and (iii) furnish to ADB, promptly after their preparation but in any event not later than nine months after the close of the fiscal year to which they relate, certified copies of such audited Project accounts and financial statements and the report of the auditors relating thereto (including the auditors' opinion on the use of the Loan proceeds and compliance with the covenants of the Loan Agreement as well as on the use of the procedures for imprest account/SGIA/SOE), all in the English language. The State shall furnish to ADB such further information concerning such accounts and financial statements and the audit thereof as ADB shall from time to time reasonably request.

(b) The State shall enable ADB, upon ADB's request, to discuss the Project Executing Agency's and each Project City's financial statements and its financial affairs (with respect to the Project) from time to time with the Project Executing Agency and each Project City.

Section 2.10. The State shall enable ADB's representatives to inspect the Project, the Goods and Works financed out of the proceeds of the Loan, all other plants, sites, works, properties and equipment of the Project Executing Agency, and any relevant records and documents.

Section 2.11. (a) The State shall, promptly as required, take all action within its powers to maintain the Project Executing Agency's existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its business.

(b) The State shall at all times conduct its business with respect to the Project in accordance with sound administrative, financial, environmental and urban development practices, and under the supervision of competent and experienced management and personnel.

(c) The State shall at all times cause the Project Executing Agency and each Project City (with respect to the Project) to operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound administrative, financial, engineering, environmental, urban development and maintenance and operational practices.

Section 2.12. Except as ADB may otherwise agree, the State shall not, and shall ensure that each Project City shall not, sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this Project Agreement.

Section 2.13. Except as ADB may otherwise agree, the State shall apply, and shall ensure that each Project City shall apply, the proceeds of the Loan to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreement and this Project Agreement, and shall ensure that all Goods, Works and consulting services financed out of such proceeds are used exclusively in the carrying out of the Project.

Section 2.14. The State shall duly perform all its obligations under the Onlending Agreements, and shall not take, or concur in, any action which would have the effect of assigning, amending, abrogating or waiving any rights or obligations of the parties under the Onlending Agreements without consultation between ADB and the State.

ARTICLE III

Effective Date; Termination

Section 3.01. This Project Agreement shall come into force and effect on the date on which the Loan Agreement shall come into force and effect. ADB shall promptly notify the State of such date.

Section 3.02. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Loan Agreement.

ARTICLE IV**Miscellaneous**

Section 4.01. Any notice or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by registered mail or facsimile to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For ADB

Asian Development Bank
P.O. Box 789
0980 Manila, Philippines

Cable Address:

ASIANBANK
MANILA

Facsimile Numbers:

(632) 636-2444
(632) 636- 2293.

For The State

Principal Secretary
UADD
State Government of Madhya Pradesh
Mantralaya, Vallabh Bhawan, Bhopal – 462004

Facsimile Number:

(91-755) 2553717

Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement by or on behalf of the State may be taken or executed by its Principal Secretary or by such other person or persons as the Principal Secretary shall so designate in writing notified to ADB.

(b) The State shall furnish to ADB sufficient evidence of the authority of each person who will act under paragraph (a) of this Section, together with the authenticated specimen signature of each such person.

Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Project Agreement to be signed in their respective names and to be delivered at the principal office of ADB, as of the day and year first above written.

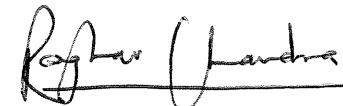
ASIAN DEVELOPMENT BANK

By


TADASHI KONDO
Country Director
India Resident Mission

STATE OF MADHYA PRADESH

By


RAGHAV CHANDRA
Principal Secretary
Urban Administration &
Development Department