

STATUS OF LOAN COVENANTS
Loan 3611-IND: Second Rural Connectivity Investment Program – Tranche 1

Section	Covenants	Compliance Status
Loan Agreement		
Article III Section 3.01 (a)	The Borrower through the Ministry of Rural Development (MORD) shall make the proceeds of the Loan available to the States upon terms and conditions mutually agreeable to the Asian Development Bank (ADB) and the Borrower, and shall cause the States to apply such proceeds to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement and the Project Agreements.	Being complied with
Article III Section 3.01 (b)	The Borrower through MORD shall cause the proceeds of the Loan to be applied exclusively to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement and the Project Agreements.	Being complied with
Article III Section 3.03	Except as ADB may otherwise agree, the Borrower through MORD shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement.	Being complied with
Article IV Section 4.01 (a)	The Borrower through MORD shall cause the Project to be carried out by the Project Executing Agencies with due diligence and efficiency and in conformity with sound applicable technical, financial, business, and development practices.	Being complied with
Article IV Section 4.01 (b)	In carrying out the Project and operation of the project facilities, the Borrower through MORD shall perform, or cause to be performed by the Project Executing Agencies, all obligations set forth in Schedule 5 to this Loan Agreement and the Project Agreements.	Being complied with
Article IV Section 4.02	The Borrower through MORD shall make available, or cause to be made available by the Project Executing Agencies, promptly as needed, the funds, facilities, services, land, and other resources, as required, in addition to the proceeds of the Loan, for carrying out the Project.	Being complied with
Article IV Section 4.03	The Borrower through MORD shall ensure, or cause the States to ensure, that the activities of their departments and agencies with respect to carrying out the Project and operation of the Project facilities are conducted and coordinated in accordance with sound administrative policies and procedures.	Being complied with
Article IV Section 4.04	The Borrower through MORD shall enable ADB's representatives to inspect the Project, the goods and works, and any relevant records and documents.	Being complied with
Article IV Section 4.06	In so far as it relates to the Project, the Borrower through MORD shall take all actions which shall be necessary on its part to enable the Project Executing Agencies to perform their obligations under the Project Agreements, and shall not take or permit any action which would interfere with the performance of such obligations.	Being complied with
Article IV Section 4.07 (a)	In so far as it relates to the Project, the Borrower through MORD shall exercise its rights under the Financing Arrangements in such a manner as to protect the interests of the Borrower and ADB and to accomplish the purposes of the Loan.	Being complied with
Article IV Section 4.07 (b)	In so far as it relates to the Project, no rights or obligations under the Financing Arrangements shall be assigned, amended, abrogated, or waived without prior notice to ADB.	Being complied with
Schedule 4 General, 2.	The Borrower through MORD may only modify the procurement methods and the selection methods or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.	Being complied with
Schedule 4 National Competitive	Modifications, if any, to the Borrower's standard bidding documents will be subject to mutual agreement between the Borrower through MORD, the relevant Project Executing Agency, and ADB.	Being complied with

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Bidding, 5.		
Schedule 4 Conditions for Award of Contract, 6.	The Borrower through MORD shall ensure, or cause the Project Executing Agency to ensure, that no works under the Project which involves environmental impacts is awarded until such Project Executing Agency has (a) obtained the final approval of (i) the initial environmental examination (IEE) from ADB; and (ii) environmental clearance, including the approval of the environmental assessment report, from the State Environmental Impact Assessment Authority (SEIAA); and (b) incorporated the relevant provisions from the environmental management plan (EMP) into the works contracts.	Being complied with Works are being awarded after obtaining approval of the IEE and EMP from ADB and necessary clearance from the SEIAA, as required. Relevant provisions from the EMP are incorporated into the works contracts.
Schedule 4 Industrial or Intellectual Property Rights, 7 (a).	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that all goods and works procured (including without limitation on all computer hardware, software, and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.	Being complied with
Schedule 4 Industrial or Intellectual Property Rights, 7 (b).	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that all contracts for the procurement of goods and works contain appropriate representations, warranties, and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in subparagraph (a) of this paragraph.	Being complied with
Schedule 5 Execution and Implementation Arrangements, 1.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the Project is implemented in accordance with the detailed arrangements set forth in the facility administration manual (FAM). Any subsequent change to the FAM shall become effective only after approval of such change by the Borrower and ADB. In the event of any discrepancy between the FAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.	Being complied with
Schedule 5 Execution and Implementation Arrangements, 2.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the consultants appointed for the Project have the necessary qualifications, experience, and expertise to carry out the activities specified in the terms of reference included in the Procurement Plan.	Being complied with
Schedule 5 Execution and Implementation Arrangements, 3.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the Project Implementing Agencies (a) employ sufficient staff for the duration of the Project with adequate and relevant expertise in the field of project management, financial management, engineering, construction supervision, procurement, construction, road maintenance and safety, and environmental and social safeguards implementation; and (b) have the necessary office space, facilities, equipment, support staff, and management information systems to carry out their responsibilities in an efficient and timely manner.	Being complied with
Schedule 5 Counterpart Funds, 4.	The Borrower shall through MORD, cause the Project Executing Agencies to make available, through budgetary allocation or other means, all counterpart funds required for the timely and effective implementation of the Project, including funds required to mitigate unforeseen environmental, resettlement, and other social impacts, and to meet additional costs arising from design changes, price escalations in construction cost, or other unforeseen circumstances.	Being complied with
Schedule 5	The Borrower shall through MORD, cause the Project Executing	Being complied with

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Selection Criteria and Approval Process for Subprojects, 5.	Agencies to ensure, that all Subprojects are selected and approvals are in accordance with the selection criteria and approval process stipulated in schedule 4 of the framework financing agreement (FFA).	
Schedule 5 Selection Criteria and Approval Process for Subprojects, 6.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that all documents relating to the screening, selection, and processing of Subprojects are made available to ADB upon request.	Being complied with
Schedule 5 Environment, 7.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the preparation, design, construction, implementation, operation, and decommissioning of the Project, each Subproject, and all facilities comply with (a) applicable laws and regulations of the Borrower relating to environment, health, and safety; (b) environmental safeguards; (c) environmental assessment review framework (EARF); and (d) all measures and requirements set forth in the respective IEE and EMP, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.	Being complied with
Schedule 5 Land Acquisition and Involuntary Resettlement, 8.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the Project does not have any involuntary resettlement impacts, within the meaning of ADB's Safeguard Policy Statement (SPS). If the Project does have such impacts, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with the SPS.	Being complied with No involuntary resettlement impacts have been reported
Schedule 5 Indigenous Peoples, 9.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the Project does not have any indigenous peoples impacts, within the meaning of the SPS. If the Project does have such impacts, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with the SPS.	Being complied with No indigenous peoples impacts have been reported
Schedule 5 Community Participation Framework, 10.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the requirements of each community participation framework (CPF) are strictly complied with.	Being complied with CPF are strictly complied with
Schedule 5 Community Participation Framework, 11.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to (i) ensure that the community consultation process for all Subprojects is carried out in accordance with the PMGSY guidelines as supplemented by the CPFs; (ii) ensure that no affected person is physically displaced due to any voluntary land donation; (iii) disseminate information on the process of land transfer/availability, as the case may be, support/assistance provisions, and grievance procedures to the project-affected communities in a timely manner so that all related issues are resolved before awarding any works contracts; (iv) ensure that in case of voluntary land donations/transfer, these are undertaken in a transparent manner and under proper documentation, in accordance with procedures set out in the CPFs and reflected in the FAM, and avoid any kind of coercion of forced donation/transfer; (v) ensure that no landowner donates more than 5% of his or her land; and (vi) ensure that land made available in accordance with the procedures prescribed in the PMGSY guidelines are reflected in the local land records in a timely manner.	Being complied with
Schedule 5 Human and	The Borrower through MORD shall ensure, or cause the Project Executing agencies to ensure, that all necessary budgetary and human resources to fully implement the EMP and the CPF, as	Being complied with

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Financial Resources to Implement Safeguards Requirements, 12.	required, are made available.	
Schedule 5 Labor Standards, Health and Safety, 13.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that works contracts under the Project follow all applicable labor laws of the Borrower and the States and that these further include provisions to the effect that contractors (a) carry out HIV/AIDS awareness programs for labor and disseminate information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction; and (b) follow and implement all statutory provisions on labor (including not employing or using children as labor, equal pay for equal work), health, safety, welfare, sanitation, and working conditions. Such contracts shall also include clauses for termination in case of any breach of the stated provisions by the contractors.	Being complied with
Schedule 5 Labor Standards, Health and Safety, 14.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to strictly monitor, compliance with the requirements set forth in paragraph 13 above and provide ADB with regular reports.	Being complied with
Schedule 5 Gender and Development, 15.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that (a) the gender action plan (GAP) is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for implementation of the GAP; and (d) progress on implementation of the GAP, including progress toward achieving key gender outcomes and output targets, are regularly monitored and reported to ADB.	Being complied with
Schedule 5 Safeguards – Related Provisions in Bidding Documents and Works Contracts, 16.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that all the biddings of contracts for works contain the provisions that require contractors to (a) comply with the measures and requirements relevant to the contractor set forth in IEEs, EMPs, and CPFs, and any corrective or preventative actions set out in a safeguards monitoring report; (b) make available the budget for all such environmental and social measures; (c) provide the Project Executing Agency with a written notice of any unanticipated environmental or social impacts that may arise during construction, implementation, or operation of the Project that were not considered in IEEs, EMPs, and CPFs; (d) adequately record the condition of roads, agricultural land, and other infrastructure prior to the start of transporting material and construction; (e) fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction; and (f) assist as necessary in resolving grievances which arise during construction activities.	Being complied with
Schedule 5	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to	Being complied with ASMR will be submitted

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Safeguards Monitoring and Reporting, 17.	<p>(a) submit annual safeguards monitoring reports (ASMR) to ADB for disclosure on the ADB website, and disclose relevant information from such reports to affected persons promptly upon submission;</p> <p>(b) if any unanticipated environmental and/or social risks and impacts arise during construction, implementation, or operation of the Project that were not considered in the IEEs, EMPs, or CPFs, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and</p> <p>(c) report any breach of compliance with the measures and requirements set forth in the EARF, IEEs, EMPs, and CPFs, which should be done promptly after becoming aware of the breach.</p>	and disclosed and relevant information will be disclosed to affected persons promptly. Breach of compliance, if any, will be reported.
Schedule 5 Prohibited List of Investments, 18.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that no proceeds of the Loan are used to finance any activities included in the list of prohibited investment activities provided in Appendix 5 of the SPS.	Being complied with
Schedule 5 Communications and Participation, 19.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, that the Project is undertaken in conformity with the communication strategy as agreed with ADB, the Borrower, and Project Executing Agencies and referred to in the FAM.	Being complied with
Schedule 5 Procurement, 20.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, the announcement of the Project and business opportunities (i.e., invitation of potential bids) associated with the Project in their respective websites. The website shall disclose the following information in relation to works, goods, and services procured for the Project and Subproject: (a) the list of participating bidders; (b) the name of the selected bidder; (c) the amount of the contracts awards; and (d) the works, goods, and services procured. In accordance with ADB's Procurement Guidelines, the published information for International Competitive Bidding contracts shall also include the bid prices as read out at bid opening, the reasons for rejection of unsuccessful bidders, and the duration of the awarded contract.	Being complied with
Schedule 5 Governance and Anticorruption, 21.	The Borrower through MORD shall ensure, or cause the Project Executing Agencies to ensure, compliance with ADB's Anticorruption Policy (1998, as amended to date), and specifically (a) ensure that anticorruption provisions acceptable to ADB, the Borrower, and Project Executing Agencies are included in all bidding documents and contracts financed by ADB in connection with the Project, including the provisions specifying the right of ADB to review and examine the records and accounts of Project Executing Agencies and all contractors, suppliers, consultants, and other services providers as they relate to the Subproject and the Project and as included in the FAM; (b) allow and assist ADB's representative to carry out random spot check on the works in progress and utilization of funds for the Project; (c) acknowledge that ADB reserves the right to investigate directly or through its agent any alleged corrupt, fraudulent, collusive, or corrosive practice related to the Project; and (d) cooperate with any such investigation and extend all necessary assistance for the satisfactory completion of such investigation, and as included in the FAM.	Being complied with
Project Agreements (Assam, Chhattisgarh, Madhya Pradesh, Odisha, West Bengal)		
Section 2.01 (a)	The State shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.	Being complied with
Section 2.02	The State shall make available, promptly as needed, and on terms and conditions mutually acceptable to ADB and the	Being complied with

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	Borrower, the funds, facilities, services, land, and other resources as required, in addition to the proceeds of the Loan, for carrying out the Project.	
Section 2.03 (a)	In carrying out the Project, the State shall engage competent and qualified consultants and contractors, consistent with ADB's procurement and consulting guidelines, to an extent and upon terms and conditions satisfactory to ADB and the Borrower.	Being complied with Procurement is ongoing in all states except in Chhattisgarh
Section 2.03 (b)	Except as ADB and the Borrower may otherwise agree, the State shall procure all items of expenditures to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where any such item has 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.	Being complied with
Section 2.04	The State shall carry out the Project in accordance with plans, design standards, specifications, work schedules, and construction methods mutually acceptable to ADB and the Borrower. The State shall furnish, or cause to be furnished, 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.	Being complied with
Section 2.05 (a)	The State shall 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.	Being complied with
Section 2.05 (b)	Without limiting the generality of the foregoing, the State undertakes to insure, or cause to be insured, the goods to be procured, including those imported for the Project 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.	Being complied with
Section 2.06	The State shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure 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.	Being complied with
Section 2.07 (b)	The State shall promptly inform 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 the Financing Arrangements, or the accomplishment of the purposes of the Loan.	Being complied with
Section 2.08 (a)	In so far as it relates to the Project, the State shall furnish to ADB through the National Rural Road Development Agency (NRRDA) all such reports and information as ADB shall reasonably request concerning (i) the Loan and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations, and financial status of the State; and (v) any other matters relating to the purposes of the Loan.	Being complied with
Section 2.08 (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	Being complied with

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	during the period under review, steps taken or proposed to be taken to remedy these problems, and the proposed program of activities and expected progress during the following period.	
Section 2.08 (c)	Promptly after physical completion of the Project, but in any event not later than 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 initial 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.	Being complied with
Section 2.09 (a)	The State shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with financial reporting standards prevalent in the country; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience, and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements, use of the Loan proceeds and use of statement of expenditures, and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the close of the fiscal year to which they relate, copies of such audited financial statements, audit report, and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.	Being complied with
Section 2.09 (c)	The State shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and its financial affairs where they relate to the Project with the auditors appointed by the State pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the State, unless the State shall otherwise agree.	Being complied with
Section 2.10	In so far as it relates to the Project, the State shall enable ADB's representatives to inspect the Project, the goods and works, and any relevant records and documents.	Being complied with
Section 2.11 (a)	The State shall, promptly as required, take all action within its powers to maintain its status, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises, which are necessary in carrying out the Project or in the conduct of its operations.	Being complied with
Section 2.11 (b)	In so far as it relates to the Project, the State shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development, and operational practices, and under the supervision of competent and experienced management and personnel.	Being complied with
Section 2.11 (c)	In so far as it relates to the Project, the State shall at all times operate and maintain its respective 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 applicable technical, financial, business, development, operational, and maintenance practices.	Being complied with
Section 2.12	Except as ADB may otherwise agree, the State shall not sell, lease, or otherwise dispose of any of its assets which shall be required for efficiently carrying out its operations or the disposal of which may prejudice their ability to perform satisfactorily any of its obligations	Being complied with

Section	Covenants	Compliance Status
	under this Project Agreement.	
Section 2.13	Except as ADB may otherwise agree, the State 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 items of expenditures financed out of such proceeds are used exclusively in carrying out the Project.	Being complied with
Section 2.14	Except as ADB may otherwise agree, the State shall duly perform all its obligations under the Financing Arrangements, 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 Financing Arrangements.	Being complied with
Section 2.15	The State shall promptly notify ADB of any proposal to amend, suspend, or repeal any provision of its constitutional documents, which, if implemented, could adversely affect carrying out the Project or the operation of the Project facilities. The State shall afford ADB an adequate opportunity to comment on such proposal in taking any affirmative action thereon.	Being complied with
Framework Financing Agreement		
Schedule 5 Safeguard Frameworks, 1	India will ensure that all the requirements prescribed in this Schedule, and in the following safeguard frameworks and plans, which have been prepared with respect to the Facility and the first tranche and of which ADB has been provided full copies, and which are deemed incorporated herein by reference, are complied with during the processing and implementation of the Subprojects under the Facility: (i) Environmental Assessment and Review Framework (EARF) of 25 August 2017; (ii) Community Participation Frameworks (CPFs) for each State of 25 August 2017; (iii) Subproject-specific Community Participation Plans (CPPs) for Tranche-I roads; (iv) Initial Environmental Examination (IEE) dated 25 August 2017; and (v) Subproject-specific EMPs for Tranche-I roads.	Being complied with
Schedule 5 Safeguard Frameworks, 3	Prior to the preparation of each periodic financing request (PFR), the applicability and relevance of each safeguard framework will be reviewed and updated as needed to ensure relevance and consistency with applicable country legal frameworks and ADB's Safeguard Policy Statement, as amended from time to time.	Being complied with
Schedule 5 Safeguard Frameworks, 4	In all cases, for each new PFR preparation, India will review ongoing Subprojects under the Facility to check on the status of compliance with the social and environmental safeguard plans and frameworks, and submit the review reports to ADB, together with other required safeguard documents relevant to the Subprojects included in the tranche being processed. In any case, if major noncompliance is discovered in the course of the review of ongoing Subprojects, a corrective action plan will be prepared and submitted to ADB.	Being complied with
Schedule 6 Implementation Arrangements, 1	India will ensure, or cause each Project Executing Agency to ensure, that each Project under the Investment Program is implemented in accordance with the detailed arrangements set forth in the FAM. Any subsequent change to the FAM shall become effective only after approval of such change by India and ADB. In the event of any discrepancy between the FAM and any Project-specific Loan Agreement, the provisions of the Loan Agreement shall prevail.	Being complied with
Schedule 6 Counterpart	India will, or cause the Project Executing Agencies to, provide the necessary counterpart staff, land, facilities, and counterpart funding required for timely and effective implementation of the Investment	Being complied with

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Support, 2	Program, including, without limitation, any funds required (a) to meet any shortfall between cost and revenues for the operation and maintenance of the facilities constructed or upgraded under the Investment Program; (b) to mitigate unforeseen environmental and social impacts; (c) to meet additional costs arising from utility relocation, design changes, price escalation in construction costs and/or unforeseen circumstances; and (d) for maintenance of the facilities to be constructed and/or upgraded under the Investment Program.	
Schedule 6 Counterpart Support, 3	India will ensure, or cause each Project Executing Agency to ensure, that the project implementation consultants (PIC) are engaged and assist with (a) the implementation of the provisions of the EARF, CPF, IEEs, and EMPs for all Subprojects under the Facility, along with road safety and road maintenance tasks, and that the PICs will include, as a minimum, specialists in road maintenance, road safety, social safeguards, gender, environmental safeguards, and pavement/materials engineering.	Being complied with
Schedule 6 Selection criteria and approval of process for Subprojects, 4	India will ensure, or cause each Project Executing Agency to ensure, that all Subprojects are selected and approved in accordance with the selection criteria and approval process stipulated in Schedule 4 hereto.	Being complied with
Schedule 6 Coordination committees, 5a	India will ensure that the Coordination Committee shall meet on a semi-annual basis throughout the implementation of the Investment Program and monitor the use of loan funds and overall implementation performance of the Investment Program and of each tranche under the Facility.	Being complied with
Schedule 6 Coordination committees, 5b	India will ensure that each Project Executing Agency establishes a State-level coordination committee headed by the Secretary or head of the Project executing agency. The State-level coordination committee shall meet on a semi-annual basis to monitor the use of loan funds and overall implementation performance of the Investment Program and each tranche under the Facility at the State level.	Being complied with
Schedule 6 PIUs and RRNMUs, 6	India will ensure, or cause each Project Executing Agency to ensure, that the PIUs and the RRNMUs implement the Subprojects in an efficient and timely manner and carry out necessary coordination with the concerned departments in the State to ensure the smooth and timely implementation of the Subprojects.	Being complied with
Schedule 6 Road maintenance, 7	In accordance with the PMGSY guidelines, India will ensure that each Project Executing Agency provides adequate and timely funding for proper maintenance of the Subprojects. Any increases in the actual amounts to be provided will be met by the respective State through additional budget allocations or other alternative sources of financing.	Not yet due
Schedule 6 Road maintenance, 8	India will ensure that each Project Executing Agency provides adequate funding for maintenance of the roads after completion of construction for an initial period of 5 years under the related works contracts.	Not yet due
Schedule 6 Road maintenance, 9	India will ensure, or cause each Project Executing Agency to ensure, that the RRNMUs are fully staffed and their budget adequate for the full operation of the RRNMUs as allocated. The Project Executing Agency shall normally (a) not transfer key staff from RRNMUs for at least 3 consecutive years, (b) not leave key positions vacant for more than 30 days, and (c) not transfer more than one key staff within a 6-month period.	Being complied with