
LOAN/GRANT NUMBER 3148-IND

PROJECT AGREEMENT

(Karnataka Integrated Urban Water Management Investment Program – Project 1)

between

ASIAN DEVELOPMENT BANK

and

STATE OF KARNATAKA

KARNATAKA URBAN INFRASTRUCTURE DEVELOPMENT AND FINANCE
CORPORATION LIMITED

DATED 30 December 2014

IND 43253

PROJECT AGREEMENT

PROJECT AGREEMENT dated 30 December 2014 between ASIAN DEVELOPMENT BANK ("ADB"), the STATE OF KARNATAKA, acting BY THE Governor ("State") and the KARNATAKA URBAN INFRASTRUCTURE DEVELOPMENT FINANCE CORPORATION LIMITED ("KUIDFC").

WHEREAS

(A) by a Loan Agreement of even date herewith between India ("Borrower") and ADB, ADB has agreed to make to the Borrower a loan of seventy-five million Dollars (\$75,000,000) 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 set forth herein;

(B) by a Grant Agreement of even date herewith between the Borrower and ADB, Urban Financing Partnership Facility ("UFPF"), through ADB, has agreed to make to the Borrower a grant of one million eight hundred thousand Dollars (\$1,800,000) on the terms and conditions set forth in the Grant Agreement, but only on the condition that the proceeds of the grant be made available to the State and that the State agrees to undertake certain obligations towards ADB set forth herein; and

(C) the State, in consideration of ADB entering into the Loan Agreement and the Grant Agreement with the Borrower, has agreed to undertake, through KUIDFC, the obligations set forth herein;

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, the Loan Regulations (as so defined), and in the Grant Regulations have the respective meanings therein set forth.

ARTICLE II

Particular Covenants

Section 2.01. (a) The State, through KUIDFC, shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

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

Section 2.02. The State shall make available, promptly as needed, and on terms and conditions mutually acceptable to ADB and the Borrower, the funds, facilities, services, and other resources as required, in addition to the proceeds of the Loan and the Grant, to KUIDFC for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, the State, through KUIDFC, shall employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions mutually satisfactory to ADB and the Borrower.

(b) Except as ADB and the Borrower may otherwise agree, the State, through KUIDFC, shall procure all items of expenditures to be financed out of the proceeds of the Loan and Grant 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.

Section 2.04. The State, through KUIDFC, 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 and KUIDFC 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.

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.

(b) Without limiting the generality of the foregoing, the State, through KUIDFC, undertakes to insure, or cause to be insured, the Goods to be procured including 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.

Section 2.06. The State and KUIDFC 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 and Grant, 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 and Grant will be accomplished.

(b) The State and KUIDFC 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 Grant Agreement, or the accomplishment of the purposes of the Loan and Grant.

(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, the Loan and the Grant.

Section 2.08. (a) The State and KUIDFC shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loan, the Grant 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 condition of the State and KUIDFC; and (v) any other matters relating to the purposes of the Loan.

(b) Without limiting the generality of the foregoing, the State, through KUIDFC shall furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities during the Project implementation. 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 period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 6 months thereafter or such later date as ADB may agree for this purpose, the State, through KUIDFC 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 and KUIDFC of its obligations under this Project Agreement and the accomplishment of the purposes of the Loan and Grant.

Section 2.09. (a) the State and KUIDFC shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements for the Project audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan and Grant proceeds and compliance with the financial covenants of the Loan Agreement and Grant Agreement as well as on the use of the procedures for imprest fund(s) and 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.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.

(c) In addition to annual audited financial statements referred to in subsection (a) hereinabove, the State and KUIDFC shall (i) provide its annual financial statements prepared in accordance with national accrual-based financing reporting standards mutually acceptable to ADB and the Borrower; (ii) have its financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; and (iii) furnish to ADB, no later than 1 month after approval by the relevant authority, copies of such audited financial statements in the English language and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(d) The State and KUIDFC shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and KUIDFC and its financial affairs where they relate to the Project with the auditors appointed by the State pursuant to subsections (a)(iii) and (c) 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 KUIDFC, unless the KUIDFC shall otherwise agree.

Section 2.10. The State and KUIDFC shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) In so far as it relates to the Project, the State and KUIDFC shall, promptly as required, take all action within its powers 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 operations.

(b) In so far as it relates to the Project, the State and KUIDFC 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.

(c) In so far as it relates to the Project, the State and KUIDFC shall at all times 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 applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, the State and KUIDFC shall not sell, 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 and KUIDFC 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 the carrying out of the Project.

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 and the Grant Agreement comes into force and effect. ADB shall promptly notify the State and KUIDFC of such date.

Section 3.02. All the provisions of this Project Agreement shall continue in full force and effect, until its termination under Section 3.03 of this Project Agreement, notwithstanding any cancellation or suspension under the Loan Agreement and the Grant Agreement.

Section 3.03. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the Loan Agreement shall terminate in accordance with its terms.

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, 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
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444
(632) 636-2305

For the State of Karnataka

Additional Chief Secretary to the Government of Karnataka
The Urban Development Department
Vikas Soudha
Bengaluru – 560001
India

Facsimile Number:

0091-80-22353944

For KUIDFC

Managing Director
Karnataka Urban Infrastructure Development
And Finance Corporation Limited
Silver Jubilee Bloc, 2nd Floor,
Unity Building Annex, 3rd Cross, Mission Road
Bengaluru – 560077
India

Facsimile Number:

0091-80-22232157.


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 Additional Chief Secretary, and for KUIDFC by its Managing Director, or by such other person or persons as he or she 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 subsection (a) hereinabove, 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 as of the day and year first above written, and to be delivered at the principal office of ADB.

ASIAN DEVELOPMENT BANK

By 
RAJEEV P. SINGH
Officer-in-Charge
India Resident Mission

STATE OF KARNATAKA

By 
D. CHANDRASHEKARIAH
Joint Director, Planning
Urban Development Department

KARNATAKA URBAN
INFRASTRUCTURE DEVELOPMENT
AND FINANCE CORPORATION
LIMITED

By 
DARPAN JAIN
Managing Director