

**Loan: 2861**  
**Quarterly Progress Report**  
**(July – September'2019)**

**Executing Agency:** Urban Development & Housing Department (UDHD), GoB  
**Implementing Agency:** Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo)

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## CHAPTER 1

### PROJECT AT A GLANCE

In 2011 the Government of Bihar (GoB), with support of the Asian Development Bank (ADB), prepared a road map for improved quality of urban life in Bihar, covering 24 urban economic centers and including a wide scope of urban infrastructure such as water supply, sewerage etc. ADB agreed to co-finance implementation of certain components of the road map in Bihar's largest towns (other than the state capital Patna), i.e. in Bhagalpur.

#### **Objectives, impact and outcome of BUDIP-**

**Objective:** Contribute to the "sustainable economic growth through improved quality of urban life". The investment program will improve and expand the water and sewerage infrastructure in two towns, i.e. in Bhagalpur and Gaya. It will also assist the urban local bodies (ULB) of the towns in bringing about operational discipline and structure, which will ensure sustainable operation and maintenance of the facilities.

**Impact:** Improved access to water supply and sanitation facilities by the urban population of the relatively poor and weak capacity state of Bihar.

**Outcome:** Access to better quality and sustainable urban water supply & sewerage services for people, especially vulnerable households, in the two towns covered under the program

Note: **Present Contract is terminated due to non-performance of the Contractor. Re-Bidding process for the left over work under progress.**

#### **1. LOAN MILESTONE**

Milestone	Approval	Signing	Effective	Orig. Closing	Rev. Closing
Dates	13 Apr 2012	25 Mar 2013	06 Jun 2013	30 Jun 2017	31 Dec 2021
Extensions (Nos)	54 months			Time Remaining	30 Months

#### **2. LOAN UTILIZATION STATUS (\$MILLION)**

Cat.	Description	Allocation	Contracts	Unutilized loan balance	Disbursed	Undisb. Contract balance	Overall Undisbursed
		(a)	(b)	(c) =(a-b)	(d)	(e)=(b-d)	(f)=(a-d)
1	Works	33.01	30.15	2.86	8.38	21.77	24.63
2	Skills Upgrading	0.01	0.00	0.01	0.00	0.00	0.01
3	Consulting Services	11.56	11.39	0.17	5.47	5.92	6.09
4	Project Management & Implementation	2.42	1.39	1.03	1.10	0.29	1.32
5	Unallocated	0.00	0.00	0.00	0.00	0.00	0.00
6	Imprest Fund				2.72	-2.72	-2.72
	Total	<b>47.00</b>	<b>42.93</b>	<b>4.07</b>	<b>17.67</b>	<b>25.26</b>	<b>29.33</b>

#### **3. Potential Loan Savings (if any) and likely Cancellation Date.**

Two partial loan cancellation of \$8.0 million and \$10.0 million were undertaken in December 2014 and August 2018, respectively, and the current net loan amount is \$47.0 million.

#### **4. STATUS OF COUNTERPART FUNDS (\$ MILLION)**

Cost Category	Allocation	Disbursed	Overall Undisbursed
Works	19.91	3.59	16.32
Consulting Services	1.93	0.65	1.28
Project Management and Implementation	0.36	0.04	0.32
Environment and Social Mitigation	0.26	0	0.26
Subproject Lands and Electricity	3.93	0	3.93
Unallocated	1.47	0	1.47
<b>Total</b>	<b>27.86</b>	<b>4.28</b>	<b>23.58</b>

**5. STATUS OF CONTRACT AWARDS AND DISBURSEMENTS (\$ MILLION) IN CY 2019**

Indicator	Quarter	I	II	III	IV	Total
Contract Award	Target	-	-	-	-	-
	Achieved	-	-	-	-	-
	Balance	-	-	-	-	-
Disbursement	Target	1.78	2.41	2.77	2.92	9.88
	Achieved	0.41	0.88	-	-	1.29
	Balance	1.37	1.53	2.77	2.92	8.59

*\$0.42 million claim is under process*

**6. STATUS OF PROJECT REPORTS TO BE SUBMITTED TO ADB**

Type of Reports	Frequency	Due Date	Status
Environmental Monitoring Report	Semi Annual	15 <sup>th</sup> July 2019	Ongoing
Social Monitoring Report	Semi Annual	15 <sup>th</sup> July 2019	Ongoing
Audited Project Accounts	Yearly	30 September 2019	Ongoing
Gender Action Monitoring Report	Quarterly	15 <sup>th</sup> July 2019	Ongoing

## CHAPTER 2

### STAFFING

#### 1. STATUS OF PMU/PIU STAFFING:

1 a	Is the Project Director (PD) currently posted?	Yes	On Deputation (IAS)	Full Time
1 b	Current PD is posted since when?	Yes	From 17 <sup>th</sup> October'19	Dr. Chandrashekhar Singh, IAS
2 a	No. of PMU staff as agreed with ADB or as per Org Structure in PAM/FAM/RRP.	19	Actual no. of PMU staff in place at present.	15
			Full Time	15
			Additional Charge	01 (PD cum MD)
2 b	Details of PMU Positions which are currently vacant.	Assistant Engineers (03) (Sewerage, Procurement, Mechanical & Elec.); Legal Expert (01)		
3 a	Are PIUs required to be established in the Project?	Yes	Are PIUs fully staffed	Fully Staffed (1 JEn position vacant at Gaya)
3 b	No. of PIUs required as agreed with ADB in Org Structure in PAM/FAM/RRP	02	Actual no. of PIUs	02 (Bhagalpur & Gaya)

#### 2. MOBILIZATION STATUS OF CONSULTANT'S STAFFING (KEY EXPERT POSITIONS) AND THEIR PERFORMANCE

**Consulting Services** Two contracts for consultancy services have been made. Both are being executed.

Consultant	Contract date	Date of Mobilization	Duration
Program Management Consultant - PMC	17 April 2013	01 August 2013	108 months (9 years)
Design and Supervision Consultant - DSC	17 April 2013	17 July 2013	108 months (9 years)

- ✓ All required/ appointed Key Expert's under the PMC and DSC Contract is in place and working on intermittent position as and when requirement/monthly fix day's basis.
- ✓ Experts are able to take pro-active initiatives, apply flexibility, innovative approaches in domain expert inputs.

Details of Consultant's Performance is available in prescribed Evaluation Report (PER) mentioned in Attachment 2 & 3.

## CHAPTER 3

### STATUS OF PROCUREMENT & CONTRACT MANAGEMENT

#### A. Status of Contracts Awarded

<b>Cost Category under which Procurement is carried out</b>	<b>ADB Financing</b>	<b>Cumulative Contract Awards</b>	<b>Uncontracted Loan Balance</b>	<b>Cumulative Disbursements</b>
Civil Works Design-Build-Operate (DBO) contract for improving and managing water supply system in Bhagalpur (2012-2021)	\$ 33.01 million	\$ 30.15 million (1 Pkg awarded)	\$ 2.86 million	\$ 8.38 million
Consultants	\$ 11.56 million	\$ 11.39 million (2 Pkgs awarded)	\$ 0.17 million	\$ 5.47 million
<b>Total</b>	<b>\$ 44.57 million</b>	<b>\$ 41.54 million</b>	<b>\$ 3.03 million</b>	<b>\$ 13.85 million</b>

(Contract Monitoring Sheet indicating status of each of the awarded contracts in Attachment -1)

#### B. Status of Remaining Procurement: Nil (Only one civil package under the Loan)

## CHAPTER 4

### PROGRESS ON PROJECT OUTPUTS (AS IN DMF)

Bhagalpur Water Supply Project work Engineering, Procurement & Construction work done (cumulative till termination)					
Performance Indicator	Unit	Targets		Achievements/ Remarks	% Work done
		Milestone (in years)	Physical	Last Status (Till Contract termination)	
New Distribution lines	Km	1st & 2nd	150	<b>Total pipe laid -175.17 km (Hydro test done = 105.06 km) (Road restoration = 23.125 km)</b> Total pipe procured -187.77 km	38%
		3rd	150		
		4th	160.6		
		Total	460.69		
Service Reservoirs (OHSR)	Nos	1 <sup>st</sup> -2Nos 2 <sup>nd</sup> -5Nos 3 <sup>rd</sup> -12No	19	work started at 12 OHSR but no one completed (out of 19)	27%
Refurbishment of WTP Barari	%	1st	100	No Work Done	0%
Replacement of 2 CWR Pumps at pump station	Nos	1st	2	No Work Done	0%
33 KV/0.433 KV Transformer of 1500 kva installation with accessories & civil work	Nos	1st	1	No work done	0%
Electro Magnetic Flow Meter (4 CW, 4 RW)	Nos	1st	8	4 CW-EMF Meter installed not calibrated; 4 RW-EMF Meters Not installed	20%
Chlorinators at on-line residual Chlorine Monitoring System	Nos	1st	3	Not installed	0%
Chlorinators at Chlorine Gas Leakage detection System	set	1st	2	Not installed	0%
Refurbishment of OHSR	Nos	1st	4	Work yet to be started	0%
Refurbishment Tube wells (Chlorinator)	Nos	1st	62	57 (1 non-functional) facilitated with Chlorinator but No Chlorination	50%
Refurbishment-Tube wells, EMF meter	Nos	1st	62	Not installed	0%
CSC (01 per 10,000 connection)	Nos	1st	5	work handed over to BMC	0%
Operation office cum CSC (Barari)	%	1st	100%	Ground floor till Lintel completed.	25%
House Service Connections	Nos	1st	5000	Total 7367 nos. connection provided only	11%
		2nd	10000		
		3rd	15000		
		4th	38182		
	Total	68182			

Total achieved progress till termination (due to poor performance) of the Contract is 31%

**Gender Action Plan Monitoring Report Attached (as Attachment -4)**

### **New Packages for Balance work of BWSP-1:**

Present Contract terminated on 09.07.2019 due to non-performance of the Contractor. Balance work estimated prepared in 04 packages and sent to UD & HD for approval. Re-bidding will be done after approval from UD & HD. TA estimate sent to UD & HD for approval. Comments received on cost estimate on 09.08.2019 vide letter no. 2227 accordingly revised estimate of 04 packages sent to UD & HD vide letter no. 286 on 17.08.2019 for approval.

### **Details of balance works in 04 Packages:**

<b>SN</b>	<b>Package</b>	<b>Components under Packages</b>
1	Package 01/01	Balance work of 03 OHSR Zones at Housing Board (Group – A), Thakurbari (Group –B) and TMBU (Group – C).
2	Package 01/02	Balance work of 10 OHSR Zones (3 partial + 5 New + 2 Existing).
3	Package 01/03	Balance work of 10 OHSR Zones (3 partial + 5 New + 2 Existing).
4	Package 01/04	Balance work of Renovation of Existing WTP at Barari and Emergency Intake at DPS school, Baburpur with pumps & permanent RAW water main (900 mm dia) to Barari WTP.



**CHAPTER 5**  
**STATUS OF ACTION PLAN**

(As per ADB's Aide Memoire dated 14<sup>th</sup> December'18)

No	Action Required	Responsibility	Time Frame	Status
A.	General Issues			The present contract terminated on 9 <sup>th</sup> July'2019, due to poor /nonperformance of the Contractor as per contract.
1.	Office order to be issued for continued deployment of senior PIU officials at Bhagalpur to adhere to the GOB's commitment given vide letter of 15 May 2017.	BUIDCO	31 December 2018	
2.	Office order to be issued for fortnightly visit to Bhagalpur, followed by meeting of PIU staff, DSC Team Leader and PMU focal person for Bhagalpur along with the contractor to discuss on the issues affecting the project progress as per the agreed action plan provided by the contractor. Minutes of Meeting of such visit needs to be shared with MD, BUIDCO and ADB.	BUIDCO	Twice in month starting from January 2019.	
3.	Government of Bihar chaired by Principal Secretary to chair a meeting with the top management of contractor purse on critical issues affecting the project progress.	UDHD	By 15 January 2019 and thereafter as and when required.	
4.	Release of payment for additional work of Ganga I	PIU Bhagalpur	15 January 2019	
5.	Assess quantity of water being produced at WTP and finalize eligible payment to the contractor.	Contractor/ DSC / PIU	In the interim Bill of December 2018	
6.	DSC approval/ comments to be ensured within agreed timeline for any of the submission by the contractor.	Team Leader, DSC	Within 7 days from date of submission by the contractor	
7.	Ensure maintaining of daily progress report, duly signed by all stakeholders and capturing information related to resource deployment by the contractor under each of the activities and the output achieved.	PIU/ DSC/ Contractor	Daily.	
8.	Reconcile the actual lengths of the pipeline laid and balance pending in each DMA, the street length as measured vis-à-vis the actuals, and freeze the total length of pipeline that will need to be laid for commissioning of respective DMAs	Contractor/ DSC/ PIU	31 January 2019	
9.	Handing over of ESRs sites for Manik Sarkar and Berahpura to the Contractor	PIU Bhagalpur	15 January 2019	
10.	Resolving the social issue of ESR site at Alignaj Katghar			
B.	<b>Rehabilitation of Barari Water Works (WTP)</b>			
11.	Complete all works for rehabilitation of WTP.	Contractor	30 November 2019	
12.	Execute works worth of ₹ 125.2 million	Contractor	30 November 2019	
13.	Complete works and operationalize Sludge Drying Beds.	DSC/ Contractor	31 March 2019	
C.	<b>Distribution Network</b>			
14.	Ensure adherence to contractor's commitment to procure 20 km pipes per month immediately and ramp up procurement to 30 km per month thereafter to meet monthly target of pipe laying works in 2019 and 2020			
15.	Minimum Monthly Laying of pipelines as per Contractor's Commitment: January 2019 - 16 Km	Contractor  PIU and DSC to	Monthly	

	February 2019 - 14 Km March 2019-13 Km April 2019- 12 Km May 2019-12 Km June 2019-14 Km July 2019- 15 Km August 2019 - 15 Km September 2019-15 Km October 2019 - 17 Km November 2019 - 17 Km December 2019 - 17 Km January 2020 - 17 Km February 2020 - 17 Km March 2020 - 17 Km April 2020 - 21 Km May 2020 - 22 Km June 2020 - 21 Km	monitor and inform of the shortfall, if any		
16.	Minimum Expenditure for pipelines works as per Contractor's Commitment: January 2019 - INR 58.6 Million February 2019 - INR 55.9 Million March 2019-INR 62.1 Million April 2019-INR 61.2 Million May 2019-INR 68.1 Million June 2019-INR 71.0 Million July 2019- INR 71.8 Million August 2019 - INR 71.8 Million September 2019 - INR 76.8 Million October 2019 - INR 83.9 Million November 2019 - INR 88.9 Million December 2019 - INR 93.3 Million January 2020 - INR 88.3 Million February 2020 - INR 89.8 Million March 2020 - INR 90.1 Million April 2020-INR 97.6 Million May 2020- INR 103.7 Million June 2020 - INR 129.8 Million	Contractor  PIU and DSC to monitor and inform of the shortfall, if any	Monthly	
17.	Hydro-testing: Deploy dedicated labor gangs and resources to reduce current hydro-testing gap of 90 km to 5 km.	Contractor	30 April 2019 and ongoing.	
<b>D.</b>	Elevated Service Reservoirs (ESRs)			
18.	Thakurbadi: (a) Laying of balance pipeline (b) Completion of hydro-testing (c) Completion of Piping works (d) Provision of HSCs (e) Testing of Reservoir (f) Miscellaneous Works & completion in all respect	Contractor	30 April 2019	
19.	Housing Board: (a) Laying of balance pipeline (b) Completion of hydro-testing (c) Completion of Piping works (d) Provision of HSCs (e) Testing of Reservoir (f) Miscellaneous Works & completion in all respect	Contractor	30 April 2019	

20.	TMBU: (a) Laying of balance pipeline (b) Completion of hydro-testing (c) Completion of Piping works (d) Provision of HSCs (e) Testing of Reservoir (f) Miscellaneous Works & completion in all respect	Contractor	30 April 2019
21.	Surkhikal: (a) Completion of top dome (b) Laying of balance pipeline (c) Completion of hydro-testing (d) Completion of Piping works (e) Provision of HSCs (f) Testing of Reservoir (g) Miscellaneous Works & completion in all respect	Contractor	28 February 2019  Remaining works by 31 May 2019
22.	Anand Nagar (a) Completion of Conical and Walkway (b) Completion of Vertical wall (c) Completion of top dome (d) Laying of balance pipeline (e) Completion of hydro-testing (f) Completion of Piping works (g) Provision of HSCs (h) Testing of Reservoir (i) Miscellaneous Works & completion in all respect	Contractor	31 January 2019 28 February 2019 31 March 2019  Remaining works by 31 May 2019
23.	Bazar Samiti (a) Completion of Bottom dome (b) Completion of Conical and Walkway (c) Completion of Vertical wall (d) Completion of top dome (e) Laying of balance pipeline (f) Completion of hydro-testing (g) Completion of Piping works (h) Provision of HSCs (i) Testing of Reservoir (j) Miscellaneous Works & completion in all respect	Contractor	31 January 2019 28 February 2019 31 March 2019 31 May 2019  Remaining works by 30 June 2019
24.	RCD Adampur (a) Completion of Bottom dome (b) Completion of Conical and Walkway (c) Completion of Vertical wall (d) Completion of top dome (e) Laying of balance pipeline (f) Completion of hydro-testing (g) Completion of Piping works (h) Provision of HSCs (i) Testing of Reservoir (j) Miscellaneous Works & completion in all respect	Contractor	31 January 2019 28 February 2019 31 March 2019 31 May 2019  Remaining works by 30 June 2019
25.	BMC Godown (a) Staging complete (b) Completion of Bottom dome (c) Completion of Conical and Walkway (d) Completion of Vertical wall (e) Completion of top dome (f) Laying of balance pipeline	Contractor	31 January 2019 31 March 2019 30 April 2019 31 May 2019 30 June 2019  Remaining works by

	(g) Completion of hydro-testing (h) Completion of Piping works (i) Provision of HSCs (j) Testing of Reservoir (k) Miscellaneous Works & completion in all respect		31 July 2019	
26.	Lajpat Park (a) Staging complete (b) Completion of Bottom dome (c) Completion of Conical and Walkway (d) Completion of Vertical wall (e) Completion of top dome (f) Laying of balance pipeline (g) Completion of hydro-testing (h) Completion of Piping works (i) Provision of HSCs (j) Testing of Reservoir (k) Miscellaneous Works & completion in all respect	Contractor	31 January 2019 31 March 2019 30 April 2019 31 May 2019 30 June 2019  Remaining works by 31 July 2019	
27.	Jaglal High School (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs (k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect	Contractor	28 February 2019 31 March 2019 30 April 2019 31 May 2019 30 June 2019 31 July 2019  Remaining works by 31 August 2019	
28.	Mahasay Deodi I (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs (k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect	Contractor	28 February 2019 31 March 2019 30 April 2019 31 May 2019 30 June 2019 31 July 2019  Remaining works by 30 September 2019	
29.	CTS Nath Nagar (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs	Contractor	28 February 2019 31 March 2019 30 April 2019 31 May 2019 30 June 2019 31 July 2019  Remaining works by 31 October 2019	

	(k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect			
30.	Mughalpura (Kawali Maidan) (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs (k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect	Contractor	31 March 2019 31 May 2019 31 July 2019 31 August 2019 30 September 2019 31 October 2019  Remaining works by 30 November 2019	
31.	Manik Sarkar (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs (k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect	Contractor	30 April 2019 30 June 2019 31 August 2019 30 September 2019 31 October 2019 30 November 2019  Remaining works by 31 December 2019	
32.	Sikandarpur (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs (k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect	Contractor	30 April 2019 30 June 2019 31 August 2019 30 September 2019 31 October 2019 30 November 2019  Remaining works by 31 December 2019	
33.	Barehpura (a) Foundation complete (b) Staging complete (c) Completion of Bottom dome (d) Completion of Conical and Walkway (e) Completion of Vertical wall (f) Completion of top dome (g) Laying of balance pipeline (h) Completion of hydro-testing (i) Completion of Piping works (j) Provision of HSCs (k) Testing of Reservoir (l) Miscellaneous Works & completion in all respect	Contractor	31 March 2019 31 May 2019 31 July 2019 31 August 2019 30 September 2019 30 November 2019  Remaining works by 31 December 2019	

34.	<p>Mahashay Deodi 2</p> <p>(a) Foundation complete  (b) Staging complete  (c) Completion of Bottom dome  (d) Completion of Conical and Walkway  (e) Completion of Vertical wall  (f) Completion of top dome  (g) Laying of balance pipeline  (h) Completion of hydro-testing  (i) Completion of Piping works  (j) Provision of HSCs  (k) Testing of Reservoir  (l) Miscellaneous Works &amp; completion in all respect</p>	Contractor	<p>31 March 2019  31 May 2019  31 July 2019  31 August 2019  30 September 2019  30 November 2019</p> <p>Remaining works by  31 December 2019</p>	
35.	<p>Aliganj Katghar</p> <p>(a) Foundation complete  (b) Staging complete  (c) Completion of Bottom dome  (d) Completion of Conical and Walkway  (e) Completion of Vertical wall  (f) Completion of top dome  (g) Laying of balance pipeline  (h) Completion of hydro-testing  (i) Completion of Piping works  (j) Provision of HSCs  (k) Testing of Reservoir  (l) Miscellaneous Works &amp; completion in all respect</p>	Contractor	<p>31 March 2019  31 May 2019  31 July 2019 31  August 2019  30 September 2019  30 November 2019</p> <p>Remaining works by  31 December 2019</p>	
36.	<p>Abir Mishra Lane</p> <p>(a) Foundation complete  (b) Staging complete  (c) Completion of Bottom dome  (d) Completion of Conical and Walkway  (e) Completion of Vertical wall  (f) Completion of top dome  (g) Laying of balance pipeline  (h) Completion of hydro-testing  (i) Completion of Piping works  (j) Provision of HSCs  (k) Testing of Reservoir  (l) Miscellaneous Works &amp; completion in all respect</p>	Contractor	<p>31 March 2019  31 May 2019  31 July 2019  31 August 2019  30 September 2019  30 November 2019</p> <p>Remaining works by  31 December 2019</p>	

## CHAPTER 6

### COMPLIANCE WITH MAJOR COVENANTS

(AS ON JULY-SEPTEMBER'19)

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
<b>Loan Covenants</b>				
3.01 3.02	6	Counterpart Support: (a)The Borrower shall make the proceeds of the Loan available to the EA upon terms and conditions mutually agreeable to ADB and the Borrower, and shall cause the EA to apply such proceeds to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement and the Project Agreement; (b) The Borrower shall cause the proceeds of the Loan to be applied to the financing of expenditures on the Project in accordance with the provision of this Loan Agreement and the Project Agreement.	Yes	Has been complied. The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	7	The Borrower shall make available or cause the EA to make available necessary budgetary and human resources to fully implement the EMP, the RP and the IPP.	Yes	Has been complied
<b>Project Covenants</b>				
4	13(b)	The State shall ensure and cause EA to ensure that all ADB-financed contracts with consultants contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the consulting services providing do not violate or infringe any industrial property right or claim of any third party.	Yes	Has been complied.
5	1	Implementation arrangements: The Borrower, state and EA shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the FAM. Any subsequent changes to these documents of such change by the Borrower, the State the EA & ADB. In the events of any discrepancy between FAM and this Loan Agreement, the provisions of this Loan Agreements shall prevail.	Yes	Complied. The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	2(b)	Towards smooth implantation of the Project, the Borrower shall cause the EA to ensure that grievances, if any, from stakeholders, relating to Subproject implementation or use of funds, are addressed effectively and efficiently.	Yes	Complied The grievance redressal mechanism is in place in BWSP-1 vide letter no.1615/ BUIDCo dated 27.5.15. The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	12	The Borrower shall ensure or cause the EA to ensure that (a) Subproject and business opportunities associated with the Project shall be announced on the websites of relevant State agencies, together with pertinent information in relation to goods and services procured for subprojects; and (b) the Subprojects & business opportunities associated with the Project are on the website of the BUIDCO. In addition, the website shall at least disclose the following information in relation to goods and services procured for the Project: (i) list of participating bidders, (ii) the name of the winner bidder, (iii) the amount of the contracts awarded, (iv) the goods and services procured.	Yes	Documents regularly uploaded on BUIDCo website under ADB Tab.
5	19	Within six months of the Effective Date, the EA shall establish the project performance and monitoring system to track implementation activities under the Facility, with corresponding target dates, expected outcomes, and assigned responsibilities under a monitoring mechanism formulates, discussed and agreed with ADB.	Yes	Complied. The contract has been terminated owing to poor performance of the contracting firm PIRH.
<b>Social Safeguards Covenants</b>				
4	8	The EA shall not award any Works contract involving resettlement impacts until the EA has prepared and submitted to ADB the final RP for relevant Subproject based on the Subproject's detailed design, and obtained ADB's clearance of such RP.	Yes	Complied. The contract has been terminated owing to poor performance of the contracting firm PIRH.

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
4	9	The EA shall not award any works contract for a subproject, which involves impacts on indigenous peoples until the EA has prepared and submitted to ADB the final IPP and obtained ADB's clearance of such IPP.	Yes	In BWSP-1 there is no indigenous population as of now
5	3	The Borrower shall ensure or cause that the preparation, design, construction, implementation, operation and commissioning of the Project, and all project facilities comply with (a) all applicable laws and regulations of the Borrower and the State relating to environment, health, and safety; (b) the Environmental safeguards; (c) the EARF; and (d) all measures and requirements set forth in the respective IEE and EMP, and any corrective or preventive actions set forth in a Safeguards Monitoring Report.	Yes	Complied. The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	4	Land Acquisition and Resettlement: The Borrower shall ensure or cause the EA to ensure that all land and all rights-of-way required for the Project, and all Project facilities are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Borrower and the State relating to land acquisition and involuntary resettlement; (b) the involuntary Resettlement Safeguards; (c) the RF; and (d) all measures and requirements set forth in the respective RP, and any corrective or preventive actions set forth in a Safeguards Monitoring Report.	Yes	Complied. The contract has been terminated owing to poor performance of the contracting firm PIRH. . All land and all rights-of-way required for the Project, and all Project / Subproject facilities were provided to the Works contractor (in accordance with the schedule agreed under the related Works contract
5	5	Without limiting the application of the Involuntary Resettlement Safeguards, the RF or the RP, the Borrower shall ensure or cause the EA to ensure that no physical or economic displacement takes place in connection with the Subproject until: (a) Components and other entitlements have been provided to affected people in accordance with the RP; (b) A comprehensive income and livelihood restoration program has been established in accordance with the RP.	Yes	The contract has been terminated owing to poor performance of the contracting firm PIRH. However , during implementation of the project it was ensured that no physical or economic displacement takes place
5	6	<b>Indigenous Peoples:</b> The Borrower shall ensure or cause the EA to ensure that the preparation, design, construction, implementation and operation of the Project, each Subproject and all Project facilities comply with (a) all applicable laws and regulations of the Borrower and the State relating to indigenous people; (b) the indigenous Peoples Safeguards; (c) the IPPF; and (d) all measures and requirements set forth in the respective IPP, and any corrective or preventive actions set forth in a Safeguards Monitoring Report.	Yes	No Indigenous people
5	8	Safeguards-Related Provisions in Bidding Documents and Works Contracts: The Borrower shall ensure or cause the EA to ensure that all bidding documents and contract for Works contain provisions that require contractors to (a) comply with the measure and requirements relevant to the contractor set forth in the IEE, the EMP, the RP and the IPP (to extant they concern impacts on affected people during construction), and any corrective or preventive actions set out in a Safeguards Monitoring Report; (b) make available a budget for all such environmental and social measures; (c) provide the EA with a written notice of any unanticipated environmental, resettlement or indigenous peoples risk or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, the RP or the IPP; (d) adequately record the condition of roads, agriculture land and other infrastructure prior to starting to transport materials and construction; and (e) fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.	Yes	Complied .The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	10	Safeguards Monitoring and Reporting: The Borrower shall do the following or shall cause the EA to do the following: (a) submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon	Yes	Complied for (a) (b) and (c). However, the contract has been terminated owing to poor performance of the



Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		submission; (b) if any unanticipated environmental and/or social risks and impacts arise during constructions, implementation or operations of the Project that were not considered in the EIA, the EMP, the RP or the IPP as applicable, promptly inform ADB of the occurrence of such risks or impact, with detailed description of the events and proposed corrective actions plan and (c) report any breach of compliance with the measures and promptly after becoming aware of the breach.		contracting firm PIRH.
5	13	The Borrower shall ensure or cause the EA to ensure that Works contracts follow all applicable labour laws of the Borrower and the State and that these further include provisions to the effect that contractors: (a) carry out HIV/AIDS awareness programs for labour and dissemination information at worksites on risk 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 labour and equal pay for equal work), health, safety, welfare, sanitation, and working conditions. Such contracts shall also include clause for termination in case of any breach of the stated provisions by the contractors.	Yes	Complied. However the contract has been terminated owing to poor performance of the contracting firm PIRH.
5	14	Gender and Development: The Borrower shall ensure or cause the State to ensure that the Project shall be carried out in accordance with the Gender Action Plan and the Consultation and Participation Plan for the Facility agreed upon between the Borrower, the State and ADB.	Yes	Complied. However the contract has been terminated owing to poor performance of the contracting firm PIRH.
1	2	As a part of the Investment Program, the Project aims at improved access to sustainable urban services especially for vulnerable and/or women-headed households in Bhagalpur at the standards set by the Borrower.	Yes	The contractor had assured to accomplish this impending task in February 2019 but could not take it up. The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	15 (b)	Governance and Institutional Matters: Progress in adoption of the accrual based double entry accounting system software by the urban local bodies of Bhagalpur, Darbhanga, Gaya and Muzaffarpur, shall be made available to the consultancy and contractors engaged under the Facility.	Yes	Being Complied
5	16, 17	Skill upgrading: The State shall ensure that the candidates for the skills upgrading program under the Project shall be selected from the official in the municipal cadre in Bhagalpur, Darbhanga, Gaya and Muzaffarpur to ensure that the trained human resources will be retained in ULBs. The State shall ensure and cause that the ULBs of Bhagalpur, Darbhanga, Gaya and Muzaffarpur undertake each of the activities listed in the Urban Service Financial Governance and Delivery Improvement Action Plan as set out in Schedule 1 to the FFA, and implement these in accordance with the time frame set against the relevant measure.	Yes	Being Complied. The Bhagalpur 1 contract has been terminated owing to poor performance of the contracting firm PIRH.
<b>Environmental Safeguards covenants</b>				
4	7	Conditions for Award of Contracts: The EA shall not award any works contracts which involves environmental impacts until the EA has: (a) Obtained the final approval of the IEE from ADB; and (b) Incorporated the relevant provisions from the EMP into the works contract.	Yes	Complied with. The contract was awarded after the IEE report was approved by the ADB; and the relevant provisions from the EMP were incorporated in the contract.
5	3	Environment: The Borrower shall ensure or cause the EA to ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project, and all Project facilities comply with (a) all applicable laws and regulations of the Borrower and the State relating to environmental, health, and safety; (b) the Environmental Safeguards; (c) the EARF; and (d) all measures and requirements set forth in the respective IEE and EMP, and any corrective or preventive actions set forth in a Safeguards Monitoring Report.	Yes	Complied, CTE & CTO – Received complied EARF Submitted Complied  The contract has been terminated owing to poor performance of the contracting firm PIRH.

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
5	7	Human and Financial Resources to Implement Safeguards Requirements The Borrower shall make available or cause the EA to make available necessary budgetary and human resources to fully implement the EMP, the RP and the IPP.	Yes	Complied
5	8	Safeguards and other Provisions in Bidding Documents and Works Contracts: The Borrower shall ensure or cause the EA to ensure that all bidding documents and contracts for Works contain provisions that require contractors to: (a) Comply with the measures and requirements relevant to the contractors set forth in the IEE, the EMP, the RP and the IPP (to the extent they concern impacts on affected people during construction), and any corrective or preventive actions set out in a Safeguards Monitoring Report; (b) Make available a budget for all such environmental and social measures; (c) Provide the EA with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, the RP or the IPP; (d) Adequately record the condition of roads, agriculture land and other infrastructure prior to starting to transport material and construction; and (e) Fully reinstate pathways, other infrastructure, and agricultural land to at least their pre-project condition upon the completion of consortium.	Yes	Complied The contract has been terminated owing to poor performance of the contracting firm PIRH.
5	10	Safeguards Monitoring and Reporting - The Borrower shall do the following or shall cause the EA to do the following: (a) Submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission; (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 IEE, the EMP, the RP or the IPP as a applicable, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed correctives action plan; and (c) Report any breach of compliance with the measures and requirements set forth in the EMP, the RP or the IPP promptly after becoming aware of the breach.	Yes	The contract has been terminated owing to poor performance of the contracting firm PIRH. However semi-annual Safeguards Monitoring reports (Jan.-June 2019) has been submitted to ADB.
5	11	Prohibited List of Investments - The Borrower shall ensure or cause the EA to ensure that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.	Yes	Complied. No proceeds of the Loan has been used to finance any activity included in the list of prohibited Investment activities provided in Appendix 5 of the SPS.

## CHAPTER 7

### (KEY IMPLEMENTATION ISSUES/ CHALLENGES AFFECTING PROJECT PROGRESS AND PROPOSED ACTIONS)

S.N.	MAJOR ISSUES*	Actions	Responsibility	Time Frame
1	<b>Planning Issues.</b> (Change in design/scope/implementation arrangement/cost overrun/staffing.....)	Nil	Nil	Nil
2	<b>Contract and Construction Issues.</b> Mobilization of Contractor(s) adequate Manpower/ Material / Handing over site	Issued Notices to Correct in this regard to provide flexibility to execute sites parallel according to manpower & machinery availability	Contractor/ DSC/ PIU	Reschedule time frame for 6 months (approx..) to complete the work
3.	<b>Safeguard issues during Construction</b> (Land acquisition / Resettlement /tree cutting/ to the contractor(s))	Nil	Nil	Nil
4	<b>Other Issues.</b> Paucity of fund with the Contractor though payment made to the Contractor on time against approved IPC.	Discussed with Contractor's management, but unable to manage funds even after having mobilization amount	Contractor / DSC/ PIU	Nil

*\*In case issue identified, please provide details e.g. details of change in design/ implementation arrangements, pending safeguards actions, encumbrance free sites to be handed over to the contractor (numbers/kilometer) with targeted date by which the same could be handed over to the contractor; If all Drawings/Design are not issued/approved, name of such Drawings/Design and targeted date by which the same could be handed over to the contractor; Decision pending with employer and consultants (such decision could be approval of, variations, extra item rate, etc.)*

## Status of Ongoing Contract Packages (As of July to Sept 2019 period)

Amt in \$million

S.N.	Description	Contractor	Original Contract Amount (NRS)	Revised Contract Amount (NRS)	Agreement Date	Closing Date	Physical Progress (%)				Financial Progress (%)		Problems Affecting Work Progress	Actions Proposed to Address Problems
							Cum. Progress	Target*	Progress	Deviation from Work Plan	Actual Expendit.	Disb.		
1	Bhagalpur Water Supply Project -1: (ADB Project No. 41603-023-IND) (Loan 2861-IND)	M/S Pan India & Ranhill Pvt. Ltd. Consortium, Mumbai	289.80 Cr	318.52 Cr	11-Jul-14	30.09.2022 29.12.2022	31.00%	100.00%	Nil	Nil	79.46 Cr	24.9%	Poor / non performance of the Contractor	The Contract terminated on 9th July 2019.

Upper row = Original  
Lower row = (Revised)

\*Target = as per the latest work plan for the reporting period (quarter)

**Status Of Consultants Staffing (PMC)**

**Attachment -2**

SN	Key Position	Name of Original Staff	Replacements so far	Current Staff		
			(Number)	Name	Mob. Date	Demob. Date
1	Dy. Team Leader / PPMS Specialist	S M Akbar Husain		S. M. Akbar Husain	01-08-2013	-
2	Environmental Specialist	Dr A Mitra		Dr. A Mitra	12-08-2013	-
3	Contract Management Specialist	Arun S Prabhudesai		Arun S. Prabhudesai	17-08-2017	-
4	Project Financial Mgt Expert	Hirdesh Chopra		Hirdesh Chopra	03-09-2013	-
5	Water & Sanitation Specialist	DK Dwivedi	1	Rajnish Kumar Sinha	14-05-2018	-
6	Utility Accountant	Pradyot Kumar Khan	1	#Yaser Shahid	06-12-2013	-
7	Institutional Expert	Dr C Das		#Dr C Das	21-07-2014	-
8	Quality control Expert	N J Suresh	1	Rabindra Kumar	05-03-2018	-
				Demobilised/ Not mobilized staff		
9	Water Supply Specialist	J K Singh		J K Singh	01-08-2013	21-07-2015
10	Resettlement & Gender Specialist	P K Sahu	1	V K Singh	22-09-2014	30-09-2015
11	Economist	R Jagannathan		R Jagannathan	10-01-2014	30-05-2015
12	Financial Specialist	Sumitabha Ray		Sumitabha Ray	03-10-2013	29-08-2015
13	Procurement Specialist	Soumitra Ghosh	1	K N Karoliwal	11-08-2014	04-03-2015
14	Public Relation Specialist	K S Ghosh		K S Ghosh	09-04-2014	30-09-2015
15	PPP Expert	Setu Shrikant Divekar		Setu Shrikant Divekar	22-08-2013	20-03-2015
16	Information Technology Expert	Rajesh Sanghi		Rajesh Sanghi	07-08-2013	15-11-2014
17	GIS Expert	Damanjit Singh Manhas		Damanjit Singh Manhas	01-08-2013	21-12-2013
18	Hydro Geologist	Dr G V A Ramakrishna		Dr G V A Ramakrishna	23-12-2013	02-05-2015
19	Training Specialist	K G Batra		K G Batra	Not mobilized	-
20	Waste Water Specialist	Ayanangshu Dey		Ayanangshu Dey	Not mobilized	-

#Experts not deployed since April'18 as now this requirement is met by the consultancy agency "Consultancy for Institutional Reforms and Capacity Building" which is to be hired under Tranche-2

Sl-No	Key Position	Name of Original Staff	Replacements so far (Number)	Man Month Approved as TOR	Current Staff			
					Key Position	Name	Man Month Approved as per Variation 2	Mobil. Date
1	Additional Team leader cum water supply specialist	T.B.N	5	38	National Team leader cum water supply specialist	T.K.Das	77.61	6/18
2	Waste water specialist	M.K.Tone		36	Waste water specialist	M.K.Tone	9.22	
3	Water Treatment specialist	N. K. Purohit		20	Water Treatment specialist	N. K. Purohit	5.3	
4	Waste water treatment specialist	Dashrath B Bhatler		20	Waste water treatment specialist	Dashrath B Bhatler	7.43	
5	Procurement specialist	Sanjay Shakya		40	Procurement specialist	Sanjay Shakya	11.02	
6	Dy. Team Leader cum Construction Manager	P.V.Gopinathan	2	60	Dy. Team Leader cum Construction Manager	Post Abolished		
7	Quantity Surveyor	R. L. Swami		36	Quantity Surveyor	Post Abolished	0	
8	Electrical Engineer	Bhumeswar Sharma		20	Electrical Engineer	Bhumeswar Sharma	16.42	
9	Mechanical Engineer	O.P.Goyal	1	20	Mechanical Engineer	Sunil Basutkar	23.37	1/18
10	Structural Engineer - 1	M.Sivakumar		22	Structural Engineer - 1	Post Abolished	0	
11	Structural Engineer - 2	S. Rangaraju	1	22	Structural Engineer - 2	V. Pagnish	13.8	2/18
12	Dy. Construction Manager - 1	S. Kirupanidhi	1	36	Dy. Construction Manager - 1	Asis Pal	44	10/18
13	Dy. Construction Manager - 2	Shiv Kumar Rishi	3	36	Dy. Construction Manager - 2	Manoj Kumar Bachhi Chaudhary	83.87	2/19
14	Dy. Construction Manager - 3	T. Udaya Kumar		36	Dy. Construction Manager - 3	Post Abolished	0	
15	Dy. Construction Manager - 4	Mahesh Mathur		36	Dy. Construction Manager - 4	Mahesh Mathur	37	
16	Assistant Design Engineer - 1	Venkata Swamy Sunchu		24	Assistant Design Engineer - 1	Venkata Swamy Sunchu	26.37	
17	Assistant Design Engineer - 2	Manoj Wamanrao Thote	2	24	Assistant Design Engineer - 2	Ravi Kumar	7.5	1/15
18	Assistant Design Engineer - 3	Vishal Srivastava	1	24	Assistant Design Engineer - 3	S.P.A Balashanmugam(shifted to ADE-3)	40.89	5/14
19	Assistant Design Engineer - 4	Reeta Chhachhiya	1	24	Assistant Design Engineer - 4	Reeta Chhachhiya	30.13	
20	Community Dev/ Public Relation specialist	Ershad Ahmad	1	36	Community Dev/ Public Relation specialist	Vaccant	36	1/14
21	Social Dev/ Gender specialist	Nasir Hussain	1	30	Social Dev/ Gender specialist	Vishnu Mathur	81.8	8/14
22	Water Supply Operator	P.P.Deshpande		36	Water Supply Operator	Post Abolished	0	
23	Ground Water Specialist			-	Ground Water Specialist	N.B.Kavalanekar	8.39	1/15
24	Intake Expert			-	Intake Expert	G.N.Lathi	3	6/16
25	Soil Expert			-	Soil Expert	Shrish Joag	3	7/17
26	Instrumentation Expert			-	Instrumentation Expert	Prasoon Bhardwaz	3	7/17
27	Drainage specialist			-	Drainage specialist		6	

Handwritten signature/initials in blue ink, possibly reading "T.P. Deshpande".

**Attachment 4****Status of achievements on gender targets in the project DMF (till September 2019)**

<b>Outputs</b>	<b>Gender Indicators and Targets</b>	<b>Progress Till Q3 2019</b>	<b>Remarks</b>
1. Water supply infrastructure rehabilitated and newly constructed in Bhagalpur.	i. By 2017, 12,500 piped connections newly installed at households (5.4% of which are women-headed households) through a DBO contract.	Status of survey 7367 HHs have been equipped with piped connection.	The contract has been terminated owing to poor performance of the contracting firm PIRH.
2. Staffing and skills for water supply operations improved in Bhagalpur.	ii. By 2017, O&M staff increased from 50 in 2010 to 190 (at least 30% of whom are women) through a DBO contract.	Total O & M staff =195 Women O & M staff=1	Targets achieved.
3. Systems for water supply service delivery management improved in Bhagalpur.	iii. By 2017, user charges for water supply, incorporating special concessionary arrangements for vulnerable and/or women headed households, implemented.		The contract has been terminated owing to poor performance of the contracting firm PIRH.

<b>Status of GAP Achievements till September, 2019</b>		
<b>Outputs, Activities, Indicators, Targets</b>	<b>Progress Till September 2019</b>	<b>Remarks</b>
<p>1.1 Awareness - raising activities on importance of the project linking it to health, gender, social, socio-economic empowerment and environmental conservation issues</p> <p><b>Indicator 1:</b> Four (4) project orientation seminars conducted with at least 100 urban dwellers participating in each seminar of which at least 30 are women, for a total of 400 urban dwellers oriented</p> <p><b>Target:</b> 400 participants (100 women) in 4 seminars</p>	<p>Eleven (11) project orientation seminar conducted</p> <ul style="list-style-type: none"> <li>• Total Participants = 537</li> <li>• women participants = 386</li> </ul> <p>Topics covered: Participants were provided information on BWSP 1 Project-its components and benefits; HSC connection work, significance and health benefits of chlorination of water; Ward Facilitation Committee meetings, how to conserve water or reduce wastage of water and temporary inconvenience that they might face due to the commissioning of the project etc.</p>	<p>Target achieved. Accountable awareness generated. The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>
<p><b>Indicator 2:</b> Two women-only project orientation seminars conducted in the city, targeting 50 women per seminar.</p> <p><b>Target:</b> 100 women participants in 2 orientation seminars</p>	<p>09 women only orientation seminars conducted</p> <p>324 women participated.</p>	<p>Target achieved. Accountable awareness generated. The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>
<p><b>Indicator 3:</b> Three (3) public advertisements on the project highlighting its benefits to women and the poor put up in strategic places in the city</p> <p><b>Target:</b> 3 public advertisements</p>	<p>02 public advertisements (billboards) mounted.</p>	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>



<p><b>Indicator 4:</b> A Short radio program on project's core messages that include gender –sensitive messages produced and played regularly in government run radio programs</p> <p><b>Target:</b> 1 short radio program</p>	<ul style="list-style-type: none"> <li>• A Short radio program on project's core messages was developed and approved by BUIDCO.</li> <li>• Radio Jingles aimed at creating awareness among masses have been played on 90.4 FM of Bhagalpur.</li> <li>• The contractor has started using ringtone especially created for Bhagalpur Water Supply Project.</li> </ul>	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>
<p>1.2 Consultation activities conducted with community members in service areas, especially in the identified poor and slum areas, and housewives, women heads of households, and heads of vulnerable households on planning, design and location of water supply and sewerage assets in the city</p> <p><b>Indicator 5:</b> Fifty (50) urban household representatives targeting at least 30% women, and 30% from poor/slum/ vulnerable household, consulted per session with consulted</p> <p><b>Target:</b> 200 participants in 4 consultation including 30% women &amp; 30% from poor/slum/ vulnerable households</p>	<p>A total of 175 consultations conducted in Bhagalpur Total Participants = 2248 Women participants = 837 (37.23%)</p> <p>Participants were provided information on BWSP Project; HSC connection work, significance and health benefits of chlorination of water; Ward Facilitation Committee meetings, how to conserve water or reduce wastage of water and temporary inconvenience that they might face due to the commissioning of the project etc.</p>	<p>Target achieved. The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>
<p>2.1 Gender sensitive O&amp;M manuals developed</p> <p><b>Indicator 6:</b> Gender – sensitive O &amp; M manuals developed</p>	<p>Draft report has been prepared.</p>	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>
<p><b>Indicator 7:</b> Gender - sensitive O &amp; M manuals adopted, institutionalized and regularly utilized.</p>		<p>The contractor was sensitised time and again to encourage women participation in the work force. The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>

<p>2.2 Poor unemployed women and men trained to take of unskilled Jobs in the O&amp;M of water supply and sewerage assets</p> <p><b>Indicator 8:</b> 51 unemployed persons (at least 30% women) from poor and vulnerable households in the city, trained on the O&amp;M of water supply and sewerage assets in 4 training sessions</p> <p><b>Target:</b> 4 trainings 51 persons (16 women trained)</p>	<p>No progress reported.</p>	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH</p>																						
<p>2.3 Poor women and men trained on the O&amp;M of water supply assets recruited.</p> <p><b>Indicator 9:</b> At least 30% of recruited O&amp;M staff is women</p>	<p>Only four women staff recruited for various O&amp;M and related jobs by the contractor.</p>	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH</p>																						
<p>3.1 Organize ward level focus group responsible for identifying poor, vulnerable, women -headed households and who can be the community's monitor/watchdog of the proper implementation of the project.</p> <p><b>Indicator 10:</b> Ward committees with 50% women, comprising of eminent local citizens/ residents, preferably women, local NGOs /community- based organization, and ward councillors in Bhagalpur.</p>	<p>Four committees have been constituted</p> <table border="1" data-bbox="1032 751 1632 995"> <thead> <tr> <th rowspan="2">Committee</th> <th rowspan="2">Ward No.</th> <th colspan="2">Number of members</th> </tr> <tr> <th>Total</th> <th>Women</th> </tr> </thead> <tbody> <tr> <td>Committee 1</td> <td>26</td> <td>5</td> <td>2</td> </tr> <tr> <td>Committee 2</td> <td>33</td> <td>7</td> <td>4</td> </tr> <tr> <td>Committee 3</td> <td>29</td> <td>5</td> <td>2</td> </tr> <tr> <td>Committee 4</td> <td>44</td> <td>5</td> <td>4</td> </tr> </tbody> </table>	Committee	Ward No.	Number of members		Total	Women	Committee 1	26	5	2	Committee 2	33	7	4	Committee 3	29	5	2	Committee 4	44	5	4	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH</p>
Committee	Ward No.			Number of members																				
		Total	Women																					
Committee 1	26	5	2																					
Committee 2	33	7	4																					
Committee 3	29	5	2																					
Committee 4	44	5	4																					

<p>3.2 Poor, vulnerable<sup>1</sup> households who need concessionary connections and subsidies on user fees identified.</p> <p><b>Indicator 11:</b> Roster of vulnerable households per ward (with information on number, sex, ages, and occupations of household members, income, expenditures, living conditions etc.)</p>	<p>No progress</p>	<p>List of vulnerable households not yet prepared. The contractor was supposed to take up Household survey in February 2019 but could not take up for lack of fund. The contract has been terminated owing to poor performance of the contracting firm PIRH</p>
<p>3.3 Rules for concessionary lifeline connections for poor, vulnerable households proposed</p> <p><b>Indicator 12:</b> Concessionary connections provided to at least 60% of all the vulnerable households.</p>	<p>Schedule of tariffs for water supply governed as per UDHD notification no-3 / UIG-Reforms-10 / 12 dated 12.07.2013</p>	<p>The HH survey work to ascertain vulnerable HHs could not be taken up by the contractor. The contract has been terminated owing to poor performance of the contracting firm PIRH.</p>
<p>3.4 A pro vulnerability schedule of tariffs for water supply and sanitation services proposed.</p> <p><b>Indicator 13:</b> A pro-vulnerability schedule of tariffs.</p>	<p>No progress</p>	<p>The contract has been terminated owing to poor performance of the contracting firm PIRH</p>

<sup>1</sup> Vulnerable households” are those fulfilling one or more of the following criteria: (i) household belongs to most backward communities, (ii) head of household is a woman, (iii) head of household is illiterate, (iv) head of household is working as a daily wage laborer, or without a regular source of income, (v) household with income below poverty line, and (vi) household residing in a *kutcha* house.

<p>4.1 Women staff in the PMU and PIU recruited and trained.  <b>Indicator 14:</b> Women staff occupies 30% of PMU and PIU positions.</p>	<p>There is only 1 Woman staff (ESMC) in the PMU and PIU recruited and trained.</p> <table border="1" data-bbox="1032 327 1700 571"> <thead> <tr> <th></th> <th>Total staff</th> <th>Number of Women staff</th> <th>Women staff trained</th> </tr> </thead> <tbody> <tr> <td>PMU</td> <td>17</td> <td>1</td> <td>1</td> </tr> <tr> <td>PIU Bhagalpur</td> <td>11</td> <td>0</td> <td>0</td> </tr> <tr> <td><b>Total</b></td> <td><b>28</b></td> <td><b>1</b></td> <td><b>1</b></td> </tr> </tbody> </table>		Total staff	Number of Women staff	Women staff trained	PMU	17	1	1	PIU Bhagalpur	11	0	0	<b>Total</b>	<b>28</b>	<b>1</b>	<b>1</b>	<p>Women are encouraged to apply for various positions that are advertised by BUIDCo. Moreover, BUIDCo recruitments abide by the reservation policy of govt. of Bihar (35 % reservation to women in all government jobs) for women. In spite of this only a handful applies but suitable candidate other than the ESMC position has not been found so far.</p>							
	Total staff	Number of Women staff	Women staff trained																						
PMU	17	1	1																						
PIU Bhagalpur	11	0	0																						
<b>Total</b>	<b>28</b>	<b>1</b>	<b>1</b>																						
<p>4.2 Gender orientation to all PMU and PIU staff, Bhagalpur municipal corporation officials and staff, and contractor, organized, highlighting gender and other social inclusion issues related to water supply and sanitation.</p> <p><b>Indicator 15:</b> Participation of all PMU and PIU staff, contractors and relevant Bhagalpur municipal corporation officials.</p>	<p>Gender orientations organized, highlighting gender and other social inclusion issues related to water supply and sanitation.</p> <table border="1" data-bbox="1032 762 1700 1078"> <thead> <tr> <th colspan="3"><b>Total number of Employees</b></th> </tr> <tr> <th rowspan="2"></th> <th colspan="2"><b>No. Of Employees</b></th> </tr> <tr> <th><b>Total</b></th> <th><b>Women</b></th> </tr> </thead> <tbody> <tr> <td>BMC</td> <td>195</td> <td>1</td> </tr> <tr> <td>Contractor</td> <td>39</td> <td>4</td> </tr> <tr> <td>PMC</td> <td>12</td> <td>1</td> </tr> <tr> <td>DSC</td> <td>22</td> <td>1</td> </tr> <tr> <td><b>Grand Total</b></td> <td><b>268</b></td> <td><b>7 (2.6%)</b></td> </tr> </tbody> </table>	<b>Total number of Employees</b>				<b>No. Of Employees</b>		<b>Total</b>	<b>Women</b>	BMC	195	1	Contractor	39	4	PMC	12	1	DSC	22	1	<b>Grand Total</b>	<b>268</b>	<b>7 (2.6%)</b>	<p>Target achieved.</p> <p>The contract has been terminated owing to poor performance of the contracting firm PIRH</p>
<b>Total number of Employees</b>																									
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**Loan: 3612**  
**Quarterly Progress Report**  
**(July – September'2019)**

**Executing Agency:** State Urban Development & Housing Department (UDHD), GOB

**Implementing Agency:** Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo)

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# CHAPTER 1

## PROJECT AT A GLANCE

In 2011 the Government of Bihar (GoB), with support of the Asian Development Bank (ADB), prepared a road map for improved quality of urban life in Bihar, covering 24 urban economic centers and including a wide scope of urban infrastructure such as water supply, sewerage etc. ADB agreed to co-finance implementation of certain components of the road map in Bihar's largest towns (other than the state capital Patna), i.e. in Gaya & Bhagalpur.

### **Objectives, impact and outcome of BUDIP-**

**Objective:** Contribute to the "sustainable economic growth through improved quality of urban life". The investment program will improve and expand the water and sewerage infrastructure in two towns, i.e. in Bhagalpur and Gaya. It will also assist the urban local bodies (ULB) of the towns in bringing about operational discipline and structure, which will ensure sustainable operation and maintenance of the facilities.

**Impact:** Improved access to water supply and sanitation facilities by the urban population of the relatively poor and weak capacity state of Bihar.

**Outcome:** Access to better quality and sustainable urban water supply & sewerage services for people, especially vulnerable households, in the two towns covered under the program.

### **Note:**

**Gaya Water Supply Phase 1 & 2** is in implementation phase, whereas **Bhagalpur Water Supply Project Phase 2** is in bidding process.

### **1. LOAN MILESTONE 3612-IND**

Milestone	Approval	Signing	Effective	Orig. Closing	Rev. Closing
Dates	04 Dec'2017	23 February 2018	17 April 2018	31 December'2021	
Extensions (Nos)	Nil			<b>Time Remaining</b>	30 months (2.6 years)

### **2. LOAN UTILIZATION STATUS (\$MILLION)**

Cat.	Description	Allocation	Contracts	Unutilized loan balance	Disbursed	Undisb. Contract balance	Overall Undisbursed
		(a)	(b)	(c) =(a-b)	(d)	(e)=(b-d)	(f)=(a-d)
1	Civil works and equipment	66.98	38.84	28.14	6.44	32.40	60.54
2	Consulting Services	4.80	0.00	4.80	0.00	0.00	4.80
3	Unallocated	12.22	0.00	12.22	0.00	0.00	12.22
4	Imprest Fund				6.05	-6.05	-6.05
	<b>Total</b>	<b>84.00</b>	<b>38.84</b>	<b>45.16</b>	<b>12.49</b>	<b>26.35</b>	<b>71.51</b>

### **3. Potential Loan Savings (if any) and likely Cancellation Date.**

Not Applicable

### **4. STATUS OF COUNTERPART FUNDS (\$ MILLION)**

Cost Category	Allocation	Disbursed	Overall Undisbursed
Works & Equipment's	25.00	2.62	22.38
Project Management and Implementation	1.20	0	1.20
Finance Charges	5.40	0	5.40
Unallocated	4.40	0	4.40
<b>Total</b>	<b>36.00</b>	<b>2.62</b>	<b>33.38</b>

**5. STATUS OF CONTRACT AWARDS AND DISBURSEMENTS (\$ MILLION) IN CY 2019**

Indicator	Quarter	I	II	III	IV	Total
Contract Award	Target	29.10	-	-	-	29.10
	Achieved	-	-	-	-	-
	Balance	29.10	-	-	-	29.10
Disbursement	Target	4.29	6.21	5.64	3.22	19.36
	Achieved	-	-	2.84	-	2.84
	Balance	4.29	6.21	2.80	3.22	16.52

*\$ 0.97 million claim is under process*

**6. STATUS OF PROJECT REPORTS TO BE SUBMITTED TO ADB**

Type of Reports	Frequency	Due Date	Status
Environmental Monitoring Report	Semi Annually	15 <sup>th</sup> July 2019	Sent to ADB
Social Monitoring Report	Semi Annually	15 <sup>th</sup> July 2019	Ongoing
Audited Project Accounts	Yearly	30 September 2019	Ongoing
Gender Action Monitoring Report	Quarterly	15 <sup>th</sup> July 2019	Ongoing



## CHAPTER 2

### STAFFING

#### 1. STATUS OF PMU/PIU STAFFING

1 a	Is the Project Director (PD) currently posted?	Yes	On Deputation (IAS)	Full Time
1 b	Current PD is posted since when?	Yes	From 17 <sup>th</sup> October'19	Dr. Chandrashekhar Singh, IAS
2 a	No. of PMU staff as agreed with ADB or as per Org Structure in PAM/FAM/RRP.	19	Actual no. of PMU staff in place at present.	15
			Full Time	15
			Additional Charge	01 (PD cum MD)
2 b	Details of PMU Positions which are currently vacant.	Assistant Engineers (03) (Sewerage, Procurement, Mechanical & Elec.); Legal Expert (01)		
3 a	Are PIUs required to be established in the Project?	Yes	Are PIUs fully staffed	Fully Staffed (1 JEn position vacant at Gaya)
3 b	No. of PIUs required as agreed with ADB in Org Structure in PAM/FAM/RRP	02	Actual no. of PIUs	02 (Bhagalpur & Gaya)

#### 2. MOBILIZATION STATUS OF CONSULTANT'S STAFFING (KEY EXPERT POSITIONS) AND THEIR PERFORMANCE

**Consulting Services** Two contracts for consultancy services have been made under Loan 2861IND. Both are being executed.

Consultant	Contract date	Date of Mobilization	Duration
Program Management Consultant - PMC	17 April 2013	01 August 2013	108 months (9 years)
Design and Supervision Consultant - DSC	17 April 2013	17 July 2013	108 months (9 years)

- ✓ All required/ appointed Key Expert's under the PMC and DSC Contract is in place and working on intermittent position as and when requirement/monthly fix day's basis.
- ✓ Experts are able to take pro-active initiatives, apply flexibility, innovative approaches in domain expert inputs.

## CHAPTER 3

### STATUS OF PROCUREMENT & CONTRACT MANAGEMENT

#### A. Status of Contracts Awarded

Cost Category under which Procurement is carried out	ADB Financing	Cumulative Contract Awards	Uncontracted Loan Balance	Cumulative Disbursements
Civil Works	\$ 66.98 million	\$.38.84 million (2 Pkgs awarded)	\$ 28.14 million	\$ 6.44 million
<b>Total</b>	<b>\$ 66.98 million</b>	<b>\$.38.84 million</b>	<b>\$ 28.14 million</b>	<b>\$ 6.44 million</b>

(Contract Monitoring Sheet indicating status of each of the awarded contracts in Attachment -1)

#### B. Status of Remaining Procurement: BWSP-2

S N	Component	Remaining Contract Packages			
		<i>No of pkgs with cost</i>	<i>Brief Scope</i>	<i>Current Stage</i>	<i>Target Date of Award</i>
1	Civil Works - Water supply infrastructure in Bhagalpur (Group-II)	BWSP2: \$31 million	Bulk water supply	– Decision on award of contract is pending.	
2	Consultants (No. of Pkgs-1)	Consultancy estimated cost \$4 million with 80% ADB finance	Institutional Development and Capacity Building Consultancy	RFP has been prepared and ADB has made certain observations which needs to be incorporated in RFP, which is under process.	
	<b>Total 02 Packages</b>	<b>\$35 million</b>			

## CHAPTER 4

### PROGRESS ON PROJECT OUTPUTS (AS IN DMF)

#### Gaya Water Supply -01: Cumulative progress 15%

Output	Monitoring Indicators	Progress		Remarks
		Previous Quarter	Current Quarter	
Refurbishment of Tube wells	29	5 nos. (each) at Dandibaagh, Kauwa Astha, powerganj, gurudwara, cotton Mill completed	Total 6 nos. completed (lakhibaag and 5 previous)	In progress
Refurbishment of existing reservoir (GLSR) (7 Nos)	1.Brahmiyoni	Handed over to SEPC from GMC on 8.3.19	No work done in this quarter	Yet to Start
	2.Brahmiyoni			
	3.Brahmiyoni			
	4.Brahmiyoni			
	5.Shringasthan	Joint inspection is completed. Handed over to SEPC on 8.3.19		
	6.Ramshila			
	7.Murli hill			
Refurbishment of existing OHSR (0.45 MLD) (Azad Park)	1	Handed over to SEPC on 8.3.19. Joint inspection completed with contractor	No work done in this quarter	Yet to Start
Refurbishment of existing pump house	16	1 no. at Dhobhighat was in progress	1. Panchayetin Akhara:-Civil Work Completed & Painting work started. 2.Bageshwari paschim:-Civil work is completed & painting is pending 3. Dandibagh (3 nos):-work is completed 4.Kawasthan:- Civil work is completed, painting work pending. 5. Cotton mill:- Civil work is completed, painting work pending. 6. ID-5A Dandibagh:-Outer plaster up to plinth level is under progress. 7. Dhobighat, Pita Maheshwar and Hata Godown civil work is completed except paintings.	In progress
Construction of pump house	9	ID-2 –Slab casting completed; ID-1 Slab casting completed.	ID1 -Brick work up to lintel completed. ID2- Plaster work completed. ID3 - column above Lintel beam casting completed Janta Colony -Plinth Beam casting completed. Pilgrim Hospital : Slab demolition complete, Shuttering in progress	In progress
Transmission main/Raising Main	16.552 km	Route finalized, discharge pending due to result of Tube wells development.	No work done in this quarter	Not in progress
Distribution Network (DMA = 30) (HDPE Pipe = 301 km, DI Pipes = 146 km)	446.475 km	<b>Total Pipe laid:</b> 47.192 km HDPE laid=29.328 km in DMA 1, 2, 3, 6, 7, 8, 9,10,15,16,18,19, 20, 25, 26,28 DI Laid = 17.864 km in DMA 02, 19, 20	<b>Total Pipe laid: 77.41 km</b>  Till date HDPE 49.144 KM pipe laying done at DMA no. 1, 2, 3,5, 6, 7, 8, 9, 10, 11, 12, 13,15, 16, 18, 19, 20, 21, 25, 26,27, 28, 29, 30. Till date total DI 28.265 km pipe laying done at DMA 1, 2, 3, 5, 7, 8, 11, 12, 13, 15, 16, 18, 19, 20, 25, 26,	Total Supplied= 159.9 (HDPE: 65.00 km & DI Pipe: 94.9 km)

Output	Monitoring Indicators		Progress	Remarks
			27, 28, 29, 30.	
Construction of new reservoir OHSR (6 No)	Jodha Masjid	Excavation of OHSR completed.	Excavation of OHSR completed 29.05.19.	Work in progress only at Budhawa Mahadev
	Behind Delha PS 1 & PS 1A (merge)	Soil refilling for coffer dam is in progress	Soil refilling for coffer dam completed.	
	Bhusunda Mela	Column casting up to first staging beam bottom completed.	Columns up to GL cast on 02.05.19.	
	Mastalipur	Raft shuttering work is in progress.	PCC completed	
	Budwa Mahadev	First staging beam reinforcement in progress.	First staging beam casting is completed	
GLSR (3 Nos)	1.Brhamyoni	Soil bearing test at Brahmyoni and Ramsilla completed.	Drawing issued but due to non-availability of Forest land, work not started	yet to start
	2.Brhamyoni			
	3.Ramshila			
HSC	75000	- 88,514 nos. House hold survey is in progress. - Till date total 521no. House connection is completed without meter connection in DMA 1,2,10,19,20,25.	Till date total 2837 no. house connection is completed in DMA 1,2, 3, 5,6,7, 8, 9, 10, 11,12,13, 15,16, 18, 19, 20,21, 25, 26, 27,28, 29, 30.	Work in progress
Public Stand Post	200	Under discussion with GMC	Under discussion with GMC	yet to start
Monitoring Stations	32			yet to start
Customer Service Center	05	Budhawa Mahadev- column casting above plinth beam completed , Dandi bagh – Slab shuttering work is in progress.	Budhwa Mahadev - Columns Up to roof beam completed in January 2019. No further progress; Dandi bagh - Brick Work Completed, Shuttering for Roof In Progress	In progress

### Gaya Water Supply -02: Cumulative performance 31%

Output	Monitoring Indicators		Progress		Remarks
	Location	Area/Capacity	Previous Quarter	Current Quarter	
GLSR Work -1	Singrasthah Hills	3.7 ML	Wall RCC 1st lift completed. 2nd lift bar bending and shuttering under progress, column 2nd lift completed.	5th lift casting work is completed, de-shuttering work is in progress.	In progress.
CWR work-1	ITI campus	4.00 ML	Wall RCC 1st lift completed. 2nd lift bar bending and shuttering under progress, column 2nd lift completed.	RCC casting for 4th lift wall completed. Sump wall 5h lift Work in progress.	In progress
Operator Office G+2 -1	ITI campus	500 Sq. each floor	PCC work is in progress.	PCC work of foundation completed.	Work stopped due to water logging
Control Room -5		-----	1. Warisnagar- Column above plinth beam completed.	Roof beam shuttering is in progress. Work in progress only at Warisnagar, NOC is pending from GMC for 4 places.	
Pump House-1	Budhwa Mahadev	6M*3.5M*4m	Shuttering work for column above plinth beam in progress.	lintel beam casting is completed	In progress
Rising main (17.05 km)	ITI Campus Different Locations	-----	350 mm DI pipe laid= 1051m 600 mm DI pipe laid= 33m 800 mm DI pipe laid=140m Total pipe laid =1324.0 m	Total pipe laid = 4.48	DI Pipe Supplied 200 dia = 1413.0 m 300 dia = 350.0 m 350 dia = 8023.5 m 400 dia supplied =18m 450 dia = 154.0m 600 dia = 4097.5 m 800 dia =324.5 m 1000 dia = ? Total pipe supplied = 14.4645 KM
Service road & internal road (530 m)	Polytechnic campus		Work not started	Work not started	

Boundary wall & Barbed wire fencing (300 mtr)	Polytechnic campus	90m*60m	Drawing awaited	Footing work started. Excavation is in progress	
Chlorine shed -1	Polytechnic campus	5*3*2.15 m	Drg. Issued to ADIPL on 27.08.18	Raft foundation completed	Work not started
Chlorine contact tank -2	Polytechnic campus		Wall 1st lift RCC casting work in progress.	Casting of RCC 4th lift wall in progress.	Work in progress
Chlorinator room- 1	Polytechnic campus	4m*3m*3.5m	Drg. Issued to ADIPL on 18.05.18	Raft foundation work is completed.	Work not started
Switch Yard foundation -1	Polytechnic campus				Work not started
Tonner room -1	Polytechnic campus	5m*4m*5.5	Drg. Issued to ADIPL on 27.08.18	Raft foundation work is completed.	Work not started
Chlorine room -4	JodaMasjid /Budhwa Mahadev/Bhusunda Mela/opp to Budhwa Mahadev for DELHA	5m*3m*4m	Drg. Issued to ADIPL on 18.05.2018	Drg. Issued to ADIPL on 18.05.2018	Work not started
Toilet & Bath -7	JodaMasjid /Budhwa Mahadev/Bhusunda Mela/ITI/Kendua/Warish Nagar	various size	Drg. Issued to ADIPL on 27.08.18	Drg. Issued to ADIPL on 27.08.18	Work not started
Tube Well work			MS Pipe Supplied 300 dia = 450m; 400 dia =1100m. Total pipe supplied=1.550 KM		
Production Tube well -24	Kendua/Kendui/ ITI /Bhusunda / Joda Masjid / Budhwa mahadev/ Warish Nagar		<b>Total Boring-12 no. completed.</b> <b>Total Development- 8 no.</b> (1Budhwa Mahadev, 1Khiryawa, 3Warisnagar, 1Bhusunda mela, 1Jodamasjid, 1ITI)	Boring-17 no. completed. (1Budhwa Mahadev, 7 Khiryawa, 3 Warisnagar, 1 Bhusunda mela, 4 Jodamasjid, 1 ITI) Development- 16 no.(1 Budhwa Mahadev, 7 Khiryawa, 3 Warisnagar, 1 Bhusunda mela, 4 Jodamasjid). Yield Test 7 completed at Khyriyama, 3 yield test completed in joda masjid	In progress
Observation Tube well -7	Kendua/Kendui/ITI/Bhusunda/ JodaMasjid /Budhwa mahadev/ Warish Nagar	Depth of the bore holes as per mail dated 21st May 2018.	Tube well at Khiryawa and Budhwa Mahadev done	Total 4 completed. 1 no. Tubewell at ITI completed, 1 no. tube well in Jora Masjid completed. 1 no. Tubewell at warishnagar completed. 1 TW at Khyriama completed. Development Total 3 completed 1 nos at warishnagar and 1Khyriama, 1 no at Jora Masjid	In progress
Electrical Work				Work not started	
Mechanical Work				QAP approved for Flow meter and VT pump, Chlorinator etc	Work not started

Updated status of – (i) Gender Indicators in PPMS and (ii) Gender Action Plan Monitoring Report has been attached as Attachment - 4

**CHAPTER 5  
STATUS OF ACTION PLAN**

SN	Issues/ Action Plan	Responsibility	Time Frame	Status as on 30.09.19
	<b>GWSP -1</b>			
1	Monthly progress meeting with ADB	PMU,PIU,DSC and Contractor	Monthly	complied
2	Complete works and submit claims worth Rupees 39.9 million for house connection	Contractor	29-Apr-19	Not complied. However connection pipes (without meter) have been laid up to the HHs for a total of 2837 HHs.
3	Distribution Network: Laying of pipes	Contractor	29-Apr-19	
	a. HDPE pipes:			Not complied 49.144 km
	b. DI pipes additional			28.265 KM
4	ESRs			
	a. Budhva Mahadev: complete up to 2nd brace	Contractor	29-Apr-19	Delayed First staging beam casting completed
	b. Mastalipur: complete raft works	Contractor	29-Apr-19	Not complied PCC completed. Work stopped
	c. Bhusunda Mela :complete rafting and first brace	Contractor	29-Apr-19	Not complied. Column casting up to first staging beam bottom completed. (no progress)
	d. Delha Complete excavation and PCC	Contractor	29-Apr-19	Not complied Soil refilling for coffer dam is in progress.
	e. Joda Masjid:			Not complied, Excavation completed.
	1. excavate borehole and submit the report on original soil depth	Contractor	06-Apr-19	compliance done on mid of April
	2. issuance of foundation drawings	DSC	10-Apr-19	Drg. Issued on 19.04.19.
	3. complete excavation & retaining wall	DSC	29-Apr-19	Excavation not started.
5	Labour: increase mobilization to 4 gangs for ESR works	Contractor	29-Apr-19	Not complied.
6	Complete 3 ESRs	Contractor	31-Aug-19	Work in progress
7	GLSRs:			
	a. Completion of fencing works	Contractor	25-Mar-19	Not complied
	b. Obtain NOCs from Forest Department	PIU	30-Mar-19	Not complied (after completion of fencing work NOC will be obtained)
	c. Submission of soil investigations report	Contractor	06-Apr-19	Not complied
	d. issuance of drawings	DSC	15-Apr-19	Not complied
	e. complete PCC works for 2 GLSRs at Brhamyoni site	Contractor	29-Apr-19	Not complied
8	Tube wells: complete refurbishment of 5 tube wells	Contractor	29-Apr-19	Not complied
9	Submit interim bills for an amount of at least INR77.5 million(work done from 19 march 2019-29 April 2019)	Contractor		Not complied

## CHAPTER 6

### COMPLIANCE WITH MAJOR COVENANTS

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
<b>Loan Covenant</b>				
5	1	The Borrower, the State, and BUIDCo shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Borrower, the State, BUIDCo and ADB. In the event of any discrepancy between the PAM and this Loan Agreement and the Project Agreement, the provisions of this Loan Agreement and the Project Agreement shall prevail.	Yes	The Project is being implemented in accordance with the detailed arrangements set forth in the PAM
5	2(a)	The State and BUIDCo shall ensure that towards smooth implementation of the Project, grievances if any from stakeholders, relating to any Subproject implementation or use of funds are addressed effectively and efficiently.	Yes	The project is being implemented smoothly and Grievances, if any from stakeholders, relating to any Subproject implementation or use of funds are being addressed effectively and efficiently.
5	2(b)	The Borrower shall ensure that the State and BUIDCo comply with all the requirements and obligations on their part as included in this Loan Agreement and the Project Agreement to meet the objectives of the Project in a timely and efficient manner.	Yes	All the requirements and obligations as included in this Loan Agreement and the Project Agreement to meet the objectives of the Project in a timely and efficient manner are being complied with.
<b>Subproject Selection and Implementation</b>				
5	3	The Borrower shall cause State and BUIDCo to ensure that all Subprojects are selected, processed for approval, and implemented in accordance with the criteria and procedures included under Schedule 4 to the FFA and safeguard requirements included under Schedule 5 to the FFA.	Yes	All Subprojects are being selected, processed for approval, and implemented in accordance with the criteria and procedures included under Schedule 4 to the FFA and safeguard requirements included under Schedule 5 to the FFA.
<b>Procurement</b>				
5	13	The State and/or BUIDCo shall announce the Project and business opportunities associated with the Project on BUIDCo's website. The website shall disclose the following information in relation to works, goods and services procured for the Project and Subprojects: (a) the list of participating bidders; (b) the name of the winning bidder; (c) the amount of the contracts awarded; and (d) the works, goods and services procured. In accordance with the 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	Yes	A web tab dedicated for ADB projects <sup>1</sup> has been created on BUIDCo website. The following information in relation to works, goods and services procured for the Project and Subprojects are being disclosed time to time: (a) the list of participating bidders; (b) the name of the winning bidder; (c) the amount of the contracts awarded; and (d) the works, goods and services procured.

<sup>1</sup>[http://buidco.in/adb\\_temp.aspx](http://buidco.in/adb_temp.aspx)  
QPR -L 3612-IND

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		duration of the awarded contract.		
<b>Safeguards</b>				
<b>Environment</b>				
5	4	The Borrower shall cause State and BUIDCo to ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project, and all Subprojects' facilities comply with (a) all applicable laws and regulations of the Borrower and the State relating to environment, health, and safety; (b) the Environmental Safeguards; (c) the EARF; and (d) all measures and requirements set forth in the respective IEE and EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	Yes	The preparation, design, construction, implementation, operation of the Project, and all Subprojects' facilities are being complied with - all applicable laws and regulations of the Borrower and the State relating to environment, health, and safety viz.- relevant State and National Laws, ADB's Safeguard Policy Statement (SPS-2009), Environment Assessment Review Framework (EARF) for Tranche 2 and 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.
5	5	The Borrower, State and BUIDCo shall ensure that no Works under Bhagalpur water supply subproject 2 shall commence until the IEE and EMP have been updated and cleared by ADB after the finalization of the detailed design for the Works.	Yes	Contract is under finalisation. It will be ensured that no Works under Bhagalpur water supply subproject 2 commences until the IEE and EMP have been updated and cleared by ADB after the finalization of the detailed design for the Works.
<b>Land Acquisition and Involuntary Resettlement</b>				
5	6	The Borrower shall ensure, or cause the State and BUIDCo to ensure, that all land and all rights-of-way required for the Project, and all Project / Subproject facilities are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Borrower and the State relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; (c) the RF; and (d) all measures and requirements set forth in the respective RP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	Yes	All land and all rights-of-way required for the Project, and all Project / Subproject facilities are being made available to the Works contractor (GWSP 1 & 2 and BWSP 2 not yet due) in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are being implemented in compliance with all measures and requirements as set forth in the respective RP and any corrective or preventative actions set forth in a Safeguards Monitoring Report. The policy framework and entitlements for the project are based on - (a) applicable laws and regulations of the National and State Government include: The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act; 2013, and state law: the Bihar Land Acquisition and Resettlement and Rehabilitation Policy, 2007 and (b) ADB's Safeguards Policy Statement (SPS) 2009; and the agreed Resettlement Framework.



Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
5	7	Without limiting the application of the Involuntary Resettlement Safeguards, the RF or the RP, the Borrower shall ensure, or cause the State and BUIDCo to ensure, that no physical or economic displacement takes place in connection with any Subproject until: a) compensation and other entitlements have been provided to affected people in accordance with the RP; and b) A comprehensive income and livelihood restoration program has been established in accordance with RP.	Yes.	Being ensured that no physical or economic displacement takes place in connection with any Subproject until: a) compensation and other entitlements shall be provided to affected people in accordance with the RP; and b) A comprehensive income and livelihood restoration program shall be established in accordance with RP.
<b>Human and Financial Resources to Implement Safeguards Requirements</b>				
5	8	The Borrower shall ensure, or cause the State and BUIDCo to ensure, that all necessary budgetary and human resources to fully implement the EMP and RP are made available.	Yes	All necessary budgetary and human resources to fully implement the EMP and RP are being made available.
<b>Labour Standards</b>				
5	14	The Borrower, State and BUIDCo shall ensure that Works contracts under the Project follow all applicable labour laws of the Borrower and the State and that these further include provisions to the effect that contractors: (a) carry out HIV/AIDS awareness programs for labour 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 labour (including not employing or using children as labour, and 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.	Yes	Being ensured that Works contracts under the Project follow all applicable labour laws of the Borrower and the State. The contractor is conducting HIV/AIDS awareness programs for labour and disseminating information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction. All statutory provisions on labour (including not employing or using children as labour, and equal pay for equal work), health, safety, welfare, sanitation, and working conditions being followed. Such contracts shall also include clauses for termination in case of any breach of the stated provisions by the contractors.
<b>Indigenous Peoples</b>				
5	9	The Borrower shall ensure, or cause the State and BUIDCo to ensure, that the Project does not involve any indigenous people's risks or impacts within the meaning of the SPS. In the event that the Project does have any such impact, the Borrower shall take, or cause the State and BUIDCo to take, all steps required to ensure that the Project complies with (a) all applicable laws and regulations of the Borrower and the State relating to indigenous peoples; (b) the Indigenous Peoples Safeguards; and (c) the IPPF.	Yes	There are no indigenous people under all the subprojects of tranche 2.
<b>Safeguards - Related Provisions in Bidding Documents and Works Contracts</b>				
5	10	The Borrower shall ensure, or cause the State and BUIDCo to ensure, that all bidding documents and contracts for Works contain		

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		provisions that require contractors to:		
5	10(a)	comply with the measures and requirements relevant to the contractor set forth in the IEE, the EMP, and the RP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set out in a Safeguards Monitoring Report;	Yes	Being ensured that contractors comply with the provisions as laid out in the IEE, EMP and the RP and any corrective or preventative actions set out in a Safeguards Monitoring Report.
5	10(b)	make available a budget for all such environmental and social measures;	Yes	Budgetary allocations have been made for all such environmental and social measures.
5	10(c)	provide BUIDCo with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, or the RP;	Yes	Being complied with by the contractors (GWSP 1&2; BWSP 2-Bidder under finalisation stage). No unanticipated environmental, resettlement or indigenous people's risks or impacts that were not considered in the IEE, the EMP, or the RP have been reported yet by any of the contractor (GWSP 1&2; BWSP will be finalised soon).
5	10(d)	adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction ;and	Yes	Being complied with
5	10(e)	Fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.	Yes	Being complied with
<b>Safeguards Monitoring and Reporting</b>				
5	11	The Borrower shall do, or cause the State and BUIDCo to ensure, the following		
5	11(a)	submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;	Yes	Semi-annual Safeguards Monitoring Reports will be submitted ,when due, to ADB and relevant information from such reports will be disclosed to affected persons promptly upon submission; 2 <sup>nd</sup> Semi-annual Environment Safeguards Monitoring Report January to June 2019 sent to ADB. Semi-annual Social Safeguards Monitoring Report is being revised in light of suggestions suggested by social safeguard officer INRM ADB.
5	11(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 IEE, the EMP, or the RP promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and	Yes	No unanticipated environmental and/or social risks and impacts arising during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, or the RP have been reported yet by the contractors (GWSP 1&2 ; BWSP 2-contract at finalisation stage). ADB will be informed of the occurrence of a ny such risks

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
				or impacts with detailed description of the event and proposed corrective action plan.
5	11(c)	Report any actual or potential breach of compliance with the measures and requirements set forth in the EMP or the RP promptly after becoming aware of the breach.	Yes	The provisions of EMP and RP are being complied with by the contractors (GWSP 1&2; BWSP 2- contract at finalisation stage).
<b>Prohibited List of Investments</b>				
5	12	The Borrower shall cause State and BUIDCo to ensure that no proceeds of the Loan under the Project are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.	Yes	Being ensured that no proceeds of the Loan under the Project are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.
<b>Gender and Development</b>				
5	15	The Borrower, State and BUIDCo shall ensure that (a) the 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 outcome and output targets, are regularly monitored and reported to ADB.	Yes	Being ensured that (a) the 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 outcome and output targets, are regularly monitored and reported to ADB.
<b>Coordination with Ongoing Initiatives</b>				
5	16	Notwithstanding the generality of the paragraph 1 of this Schedule 5, the Borrower shall ensure or shall cause the State to ensure that:		
5	16(a)	for development and installation of GIS based water management system, geo-referenced cadastral maps of Bhagalpur and Gaya with thematic layers on a GIS domain shall be made available to the consultants and contractors engaged under the Facility; and	Yes	Geo-referenced cadastral maps of Bhagalpur and Gaya with thematic layers on a GIS domain has been handed over to DSC vide letter no.- BUIDCo/PMU/(ADB Project) Yo-56/14 part(ii)408 Dated 13/12/13 for further use under the project
5	16(b)	Progress in adoption of the accrual based double entry accounting system software by the ULBs of Bhagalpur and Gaya, shall be made available to the consultants and contractors engaged under the Facility.	Yes	Being complied with
<b>Skills Upgrading</b>				
5	17	The State shall ensure that the candidates for the skills upgrading program under the Project shall be selected from the officials in the municipal cadre in Bhagalpur and Gaya to ensure that the trained human resources will be retained in ULBs.	Yes	Being complied with
5	18	The State shall ensure and cause that the ULBs of Bhagalpur and Gaya undertake each of the activities listed in the Urban Service Financial Governance	Yes	Being complied with.

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		and Delivery Improvement Action Plan as set out in Schedule 1 to the FFA, and implement these in accordance with the time frame set against the relevant measure		
5	19	The State shall ensure that water supply operations of the ULBs in Bhagalpur and Gaya will be completed by [30 September 2021], in relation to (i) preparation of geo-referenced cadastral maps, (ii) adoption of the accrual based double entry accounting system, (iii) setting up of ring-fenced accounts, and (iv) preparation of policies on cost recovery, user charges including provisions for penalizing non-payers and subsidies.	Yes	Being complied with
<b>Sustainability</b>				
5	20	The State shall ensure that the water tariff collection by ULBs in Bhagalpur and Gaya shall have commenced by 1 June 2021, and shall include updates on the progress of water tariff collection in its quarterly progress reports to ADB. The State shall ensure that progress is made towards achieving a level of water tariff collection that is adequate to cover the full operation and maintenance of the water supply operations.	Yes	Being complied with
<b>Undertakings</b>				
5	21	The Borrower, the State and BUIDCo shall carry out the relevant undertakings included in Schedule 6 to the FFA on a timely basis.	Yes	Being complied with
<b>Counterpart Support and Financial Management</b>				
5	22	The State shall make available the Loan proceeds to BUIDCo under appropriate arrangements acceptable to ADB, and ensure:-		
5	22(a)	sufficient counterpart funds are allocated from its budget for each fiscal year, in a timely manner, for the efficient implementation of the Project;	Yes	Being complied with
5	22(b)	adequate funds towards operations and maintenance of the Project facilities, through budgetary allocations or other means, to be provided to BUIDCo, during and after the Subprojects' completion; and	Yes	Being complied with
5	22(c)	In addition to the foregoing, the State shall ensure that BUIDCo has sufficient funds to satisfy its liabilities arising from any Works, Goods and/or Consulting Services contract.	Yes	Being complied with
<b>Governance and Anticorruption</b>				
5	23	The Borrower, the State and BUIDCo shall comply with ADB's Anticorruption Policy (1998, as amended to date) and (a) shall ensure that the anticorruption provisions acceptable to ADB, the Borrower, the State and BUIDCo are included in all bidding documents and	Yes	Being complied with for (a),(b),(c)and (d).

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		contracts financed by ADB in connection with the Project, including provisions specifying the right of ADB to review and examine the records and accounts of BUIDCo and all contractors, suppliers, consultants, and other service providers as they relate to the Subprojects and the Project, and as included in the PAM; (b) shall allow and assist ADB's representatives to carry out random spot checks on the work in progress and utilization of funds for the Project; (c) acknowledge that ADB reserves the right to investigate directly or through its agents any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (d) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation, and as included in the PAM.		
<b>Covenants in Project Agreement</b>				
2.01	(a)	The State and BUIDCO shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.	Yes	The Project is being carried out with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.
2.01	(b)	In the carrying out of the Project and operation of the Project facilities, the State and BUIDCO shall perform all obligations set forth in the Loan Agreement to the extent that they are applicable to the State and BUIDCO.	Yes	Being complied with
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, land and other resources as required, in addition to the proceeds of the Loan, for the carrying out of the Project.	Yes	Being complied with
2.03	(a)	In the carrying out of the Project, the State and BUIDCO shall engage competent and qualified consultants and contractors, consistent with ADB's procurement and consulting guidelines, to an extent and upon terms and conditions mutually satisfactory to ADB and the Borrower.	Yes	Being complied with
2.03	(b)	Except as ADB and the Borrower may otherwise agree, the State and BUIDCO shall procure all items of expenditure 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.	Yes	Being complied with

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
2.04		The State and BUIDCO 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 BUIDCO 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.	Yes	Being complied with
2.05	(a)	The State and BUIDCO 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.	Yes	Being ensured as per contract
2.05	(b)	Without limiting the generality of the foregoing, the State and BUIDCO 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.	Yes	Being complied with
2.06		The State and BUIDCO 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.	Yes	Being complied with
2.07	(a)	ADB, the State and BUIDCO shall cooperate fully to ensure that the purposes of the Loan will be accomplished.	Yes	Being complied with
2.07	(b)	The State and BUIDCO shall promptly inform ADB through the Borrower 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.	Yes	Being complied with
2.07	(c)	ADB, the State and BUIDCO shall from time to time, at the request of any party, exchange views through their representatives with regard to any matters relating to the Project the State, BUIDCO and the Loan.	Yes	Being complied with
2.08	(a)	Insofar as it related to the Project, the State and BUIDCO as applicable shall furnish	Yes	Being complied with

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		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 items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial status of the State and the financial condition of BUIDCO; and (v) any other matters relating to the purposes of the Loan.		
2.08	(b)	Without limiting the generality of the foregoing, the State and/acting through BUIDCO shall furnish to ADB periodic 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 details 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.	Yes	Periodic reports on the execution of the project and on the operation and management of the project facilities are being submitted to ADB
2.9	(a)	The State and BUIDCO, as applicable, shall (i) maintain separate accounts for the Project; (ii) prepare annual financial statements for the Project in accordance with financial reporting standard acceptable to ADB; (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 and the use of the Loan proceeds, 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 the 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.	Yes	Being complied with
2.09	(c)	In addition to annual audited financial statements referred to in subsection (a) hereinabove, BUIDCO shall (i) provide its annual financial statements prepared in accordance with financing reporting standards prevalent in the country, (ii) have its financial statements audited	Yes	Being complied with

Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB: (iii) as part of each such audit, have the auditors prepare the auditors' opinion(s) on the financial statements; and (iv) furnish to ADB, no later than 1 month after approval by the relevant authority, copies of such audited financial statements and auditors' opinion(s), 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.		
2.09	(d)	The State and BUIDCO 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 and BUIDCO pursuant to subsection (a) (iii) and (c) (ii) herein above 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 or BUIDCO, unless the State or BUIDCO shall otherwise agree.	Yes	Being complied with
2.10		The State and BUIDCO shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.	Yes	Being complied with
2.11	(a)	The State and BUIDCO respectively, shall, promptly as required, take all action within its powers to maintain its existence (including corporate existence of BUIDCO), 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.	Yes	Being complied with
2.11	(b)	In relation to the Project, the State and BUIDCO respectively, 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.	Yes	Being complied with
2.11	(c)	In relation to the Project, the State and BUIDCo respectively 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	Yes	Being complied with



Schedule	Para	Covenant Description	Compliance (Y/N)	Remarks
		maintenance practices.		
2.12		Except as ADB may otherwise agree, the State and BUIDCo respectively 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.	Yes	Being complied with
2.13		Except as ADB may otherwise agree, the State and BUIDCo respectively 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.	Yes	Being complied with
2.14		Except as ADB may otherwise agree, the State and BUIDCo respectively 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.	Yes	Being complied with
2.15		The State and BUIDCo shall promptly notify ADB of any proposal to amend, suspend or repeal any provision of its constitutional documents, which, if implemented, could adversely affect the carrying out of the Project or the operation of the Project facilities. The State and BUIDCo shall afford ADB an adequate opportunity to comment on such proposal prior to taking any affirmative action thereon.	Yes	Being complied with

## CHAPTER 7

### (KEY IMPLEMENTATION ISSUES/ CHALLENGES AFFECTING PROJECT PROGRESS AND PROPOSED ACTIONS)

S.N.	MAJOR ISSUES*	Actions	Responsibility	Time Frame
1	<b>Planning Issues.</b> Extended period over and Contractor claimed further extension (GWSP-2)	Calculation of delays and extension is underway by DCM-DSC	DSC	Instruction already issued in review meeting of MD.
1.1	<b>Contract Issues.</b>	nil	nil	nil
2	<b>Contract and Construction Issues.</b> Extreme slow progress under GWSP-1	Notices to correct already issued by DCM-DSC to the Contractor	Contractor	Contractor assured to expedite the work by October'19
3.	<b>Safeguard issues during Construction</b> (Land acquisition / Resettlement /tree cutting/ to the contractor(s))			
3.1.	<b>Stage 2 final NOC from Bihar State Forest Department</b>	Compliance of pillar construction work on non-forest land is under progress. Pillar construction work is required to be completed in non-forest land provided by Gaya DM.	Contractor	Compliance pending since last quarter
4.	<b>Other Issues.</b>			

*\*In case issue identified, please provide details e.g. details of change in design/ implementation arrangements, pending safeguards actions, encumbrance free sites to be handed over to the contractor (numbers/kilometer) with targeted date by which the same could be handed over to the contractor; If all Drawings/Design are not issued/approved, name of such Drawings/Design and targeted date by which the same could be handed over to the contractor; Decision pending with employer and consultants (such decision could be approval of, variations, extra item rate, etc.)*



**Status Of Consultants Staffing (PMC)**

**Attachment -2**

SN	Key Position	Name of Original Staff	Replacements so far	Current Staff		
			(Number)	Name	Mob. Date	Demob. Date
1	Dy. Team Leader / PPMS Specialist	S M Akbar Husain		S. M. Akbar Husain	01-08-2013	-
2	Environmental Specialist	Dr A Mitra		Dr. A Mitra	12-08-2013	-
3	Contract Management Specialist	Arun S Prabhudesai		Arun S. Prabhudesai	17-08-2017	-
4	Project Financial Mgt Expert	Hirdesh Chopra		Hirdesh Chopra	03-09-2013	-
5	Water & Sanitation Specialist	DK Dwivedi	1	Rajnish Kumar Sinha	14-05-2018	-
6	Utility Accountant	Pradyot Kumar Khan	1	#Yaser Shahid	06-12-2013	-
7	Institutional Expert	Dr C Das		#Dr C Das	21-07-2014	-
8	Quality control Expert	N J Suresh	1	Rabindra Kumar	05-03-2018	-
				Demobilised/ Not mobilized staff		
9	Water Supply Specialist	J K Singh		J K Singh	01-08-2013	21-07-2015
10	Resettlement & Gender Specialist	P K Sahu	1	V K Singh	22-09-2014	30-09-2015
11	Economist	R Jagannathan		R Jagannathan	10-01-2014	30-05-2015
12	Financial Specialist	Sumitabha Ray		Sumitabha Ray	03-10-2013	29-08-2015
13	Procurement Specialist	Soumitra Ghosh	1	K N Karoliwal	11-08-2014	04-03-2015
14	Public Relation Specialist	K S Ghosh		K S Ghosh	09-04-2014	30-09-2015
15	PPP Expert	Setu Shrikant Divekar		Setu Shrikant Divekar	22-08-2013	20-03-2015
16	Information Technology Expert	Rajesh Sanghi		Rajesh Sanghi	07-08-2013	15-11-2014
17	GIS Expert	Damanjit Singh Manhas		Damanjit Singh Manhas	01-08-2013	21-12-2013
18	Hydro Geologist	Dr G V A Ramakrishna		Dr G V A Ramakrishna	23-12-2013	02-05-2015
19	Training Specialist	K G Batra		K G Batra	Not mobilized	-
20	Waste Water Specialist	Ayanangshu Dey		Ayanangshu Dey	Not mobilized	-

#Experts not deployed since April'18 as now this requirement is met by the consultancy agency "Consultancy for Institutional Reforms and Capacity Building" which is to be hired under Tranche-2

Sl-No	Key Position	Name of Original Staff	Replacements so far (Number)	Man Month Approved as TOR	Current Staff			
					Key Position	Name	Man Month Approved as per Variation 2	Mobil. Date
1	Additional Team leader cum water supply specialist	T.B.N	5	38	National Team leader cum water supply specialist	T.K.Das	77.61	6/18
2	Waste water specialist	M.K.Tone		36	Waste water specialist	M.K.Tone	9.22	
3	Water Treatment specialist	N. K. Purohit		20	Water Treatment specialist	N. K. Purohit	5.3	
4	Waste water treatment specialist	Dashrath B Bhattar		20	Waste water treatment specialist	Dashrath B Bhattar	7.43	
5	Procurement specialist	Sanjay Shakya		40	Procurement specialist	Sanjay Shakya	11.02	
6	Dy. Team Leader cum Construction Manager	P.V.Gopinathan	2	60	Dy. Team Leader cum Construction Manager	Post Abolished		
7	Quantity Surveyor	R. L. Swami		36	Quantity Surveyor	Post Abolished	0	
8	Electrical Engineer	Bhumeswar Sharma		20	Electrical Engineer	Bhumeswar Sharma	16.42	
9	Mechanical Engineer	O.P.Goyal	1	20	Mechanical Engineer	Sunil Basutkar	23.37	1/18
10	Structural Engineer - 1	M.Sivakumar		22	Structural Engineer - 1	Post Abolished	0	
11	Structural Engineer - 2	S. Rangaraju	1	22	Structural Engineer - 2	V. Pagnish	13.8	2/18
12	Dy. Construction Manager - 1	S. Kirupanidhi	1	36	Dy. Construction Manager - 1	Asis Pal	44	10/18
13	Dy. Construction Manager - 2	Shiv Kumar Rishi	3	36	Dy. Construction Manager - 2	Manoj Kumar Bachhi Chaudhary	83.87	2/19
14	Dy. Construction Manager - 3	T. Udaya Kumar		36	Dy. Construction Manager - 3	Post Abolished	0	
15	Dy. Construction Manager - 4	Mahesh Mathur		36	Dy. Construction Manager - 4	Mahesh Mathur	37	
16	Assistant Design Engineer - 1	Venkata Swamy Sunchu		24	Assistant Design Engineer - 1	Venkata Swamy Sunchu	26.37	
17	Assistant Design Engineer - 2	Manoj Wamanrao Thote	2	24	Assistant Design Engineer - 2	Ravi Kumar	7.5	1/15
18	Assistant Design Engineer - 3	Vishal Srivastava	1	24	Assistant Design Engineer - 3	S.P.A Balashanmugam(shifted to ADE-3)	40.89	5/14
19	Assistant Design Engineer - 4	Reeta Chhachhiya	1	24	Assistant Design Engineer - 4	Reeta Chhachhiya	30.13	
20	Community Dev/ Public Relation specialist	Ershad Ahmad	1	36	Community Dev/ Public Relation specialist	Vaccant	36	1/14
21	Social Dev/ Gender specialist	Nasir Hussain	1	30	Social Dev/ Gender specialist	Vishnu Mathur	81.8	8/14
22	Water Supply Operator	P.P.Deshpande		36	Water Supply Operator	Post Abolished	0	
23	Ground Water Specialist			-	Ground Water Specialist	N.B.Kavalanekar	8.39	1/15
24	Intake Expert			-	Intake Expert	G.N.Lathi	3	6/16
25	Soil Expert			-	Soil Expert	Shrish Joag	3	7/17
26	Instrumentation Expert			-	Instrumentation Expert	Prasoon Bhardwaz	3	7/17
27	Drainage specialist			-	Drainage specialist		6	

The Date = 1/1/2018  
 Signature

## Attachment 4

### Gender indicators in PPMS

Sl. No.	Gender indicators in PPMS	Q - 3, 2019	Cumulative Progress
1.	Number of Consultations / trainings/ workshops / Awareness programs / campaigns on project benefits conducted	18	72
2.	Number of Women and Men participants in Consultations / trainings / workshops / Awareness programs / campaigns on project benefits conducted , and other community based activities	Total no. of participants-163 Total no. of Women participants-74 (45.40%)	Total no. of participants-824 Total no. of Women participants-431 (52.31%)
3.	Number of onsite orientations conducted for contractors' teams and PIU staff on (i) <i>key gender concepts</i> and (ii) <i>compliance with CLS</i>	1	2
4.	Number of Public consultations conducted to assess and identify sites for 200 stand posts in Gaya		1 at near OHSR site at Bhusunda held in Q 3, 2018 <sup>1</sup> .
5.	Numbers of Women staff (skilled/unskilled) in CSC	1	1
6.	Number of training programs on gender analysis conducted for Gaya ULB staff		
7.	Number of Women & Men in O & M staff in water supply operations		The contractor is yet to submit revised O&M plan with the details of planned and actual workforce.
8.	Number of staff trained to program and operate SCADA system		Training will be taken up after the approval of O&M plan and O&M manual.
9.	Number of community members trained on (i) fundamentals of plumbing and O&M of water distribution system; and (ii) meter reading		Training of Community members, comprising 20 in each batch, will be taken up once the O&M plan and O&M manual is approved.
10.	Numbers of new house service connections(HSC) with functional meters installed in Gaya	HSC pipe line has been laid up to 521 HHs in DMA-1, 2,10,19,20 and 25. HH is yet to be equipped with water meter.	House Service Connection pipe has been laid up to 2837 HH in DMA-1,2,3,5,6,7,8,9,10,11, 12,13,15,16,18,19, 20,21,25,26,27,28, 29 and 30. However water meter is yet to be done. Installation of water meters in HHs is scheduled to commence from Q 4, 2019 onwards.
11.	Number of piped connections newly installed at vulnerable households.		Household survey has been completed. The report is awaited. Once the report is received and the vulnerable households are identified such vulnerable households will be equipped with water connection.

<sup>1</sup> Construction of Public stand posts is yet to be scheduled. Therefore, public consultation meetings in service wards with *community members* to assess and identify sites for stand posts have been put on hold.

## GENDER ACTION MONITORING REPORT

Output	Monitoring Indicators/Targets	Progress to Date		Remarks
		Last Quarter Q 2, 2019	Current Quarter Q 3, 2019	
<b>Output 1: Water supply infrastructure constructed and rehabilitated</b>				
i. Generate awareness on project benefits and importance to the target population especially for women in both project towns;	<b>Bhagalpur</b> – Three project orientation workshops conducted for 205 local residents. <b>Target. Total 205 residents, 30% women</b> <b>Responsibility</b> - PIU, DSC, Contractor and IDC <b>Time Frame</b> - Year 1 until project completion			Contractor is yet to be mobilized
	<b>Gaya</b> – Three project orientation workshops conducted for 195 local residents. <b>Target. Total 195 residents, 30% women</b> <b>Responsibility</b> - PIU, DSC, Contractor and IDC <b>Time Frame</b> -Year 1 until project completion.			One Project orientation workshop was planned in Q 3, 2019 but it could not take place. The same is now planned in Q 4, 2019 in Gaya.
ii. Encourage women's equitable access to jobs in all construction-related works supported by orientation for program staff and contractor(s)'s teams to enforce core labour standard (CLSs) including equal pay <sup>2</sup>	<b>Bhagalpur :-</b> a) Female labourers employed in all construction-related works ( <b>skilled /unskilled</b> ); b) all bidding documents include relevant clauses on CLSs; c) all contractors maintain labour registers showing name, sex and wage of workers; and two on site orientations conducted for contractors'			Contractor is yet to be mobilized

<sup>2</sup> Chapter VI of Building and Other Construction Workers Act (Regulation of Employment and Conditions of Services), 1996 provides for (i) maintenance of registers and records; (ii) drinking water; (iii) latrine and urinals; (iv) accommodation at sites; (v) crèche, while chapter (vii) ensures safety and health measures.

Output	Monitoring Indicators/Targets	Progress to Date		Remarks
		Last Quarter Q 2, 2019	Current Quarter Q 3, 2019	
	<p>teams and PIU staff on (i) <b>key gender concepts</b> and (ii) <b>compliance with CLS</b></p> <p><b>Responsibility</b> - PIU, DSC and Contractors , PMU and PMC</p> <p><b>Time Frame</b> -Year 1 until project completion</p>			
	<p><b>Gaya</b></p> <p>a) Female labourers employed in all construction-related works (<b>skilled / unskilled</b>);</p> <p>b) all bidding documents include relevant clauses on CLSs;</p> <p>c) all contractors maintain labour registers showing name, sex and wage of workers; and two on site orientations conducted for contractors' teams and PIU staff on (i) <b>key gender concepts</b> and (ii) <b>compliance with CLS</b></p> <p><b>Responsibility</b> - PIU, DSC and Contractors , PMU and PMC</p> <p><b>Time Frame</b> -Year 1 until project completion</p>	<p>One onsite training was conducted on key gender concepts and CLS Q 2, 2019</p>	<p>a) Contractors have been sensitized to encourage employment of female labourers.</p> <p>b) Relevant clauses on CLS have been included in the bidding document</p> <p>c) One onsite training on key gender concepts and CLS has been conducted in Q 3, 2019.</p>	
<p>iii. Provide ten mobile public toilets cum bath units in Bhagalpur;</p>	<p><b>Bhagalpur:- Five awareness raising cum consultation programs conducted (30% women participants)</b> in all the service wards on O&amp;M of mobile public toilet cum bath units to establish 1 user cum O&amp;M committee</p>			<p>Contract is yet to be finalized</p>



Output	Monitoring Indicators/Targets	Progress to Date		Remarks
		Last Quarter Q 2, 2019	Current Quarter Q 3, 2019	
	<p><b>Target:</b> six females mobile public toilet cum bath unit, 1 user cum O&amp;M Committee; <b>30% women members in the committee;</b></p> <p><b>Responsibility</b> - PIU, DSC and Contractors</p> <p><b>Time Frame</b> - Year 1 until project completion</p>			
iv. Construct 200 additional stand posts in Gaya;	<p><b>Gaya:- Ten public consultation meetings in all service wards</b> organized for <b>500 community members</b> to assess and identify sites for stand posts</p> <p><b>Target : 500 community members ; 30% women;</b></p> <p><b>Responsibility</b> - PIU, DSC ,contractors and PMC</p> <p><b>Time Frame</b> - Q 1 , 2019 onwards</p>	<p>Seventeen (17) consultations conducted.</p> <p>Total No. of Participants - 122</p> <p>Female - 26 (21.31%)</p>	<p>Eighteen (18) consultations conducted.</p> <p>Total No. of Participants - 163</p> <p>Female - 74 (45.40%)</p>	<p>Construction of Public stand posts is yet to be scheduled. Therefore, public consultation meetings in service wards with <i>community members</i> to assess and identify sites for stand posts have been put on hold. However, public consultations are being held with community members to generate accountable awareness about GWSP Projects-its components and benefits; HSC connection work, how to conserve water or reduce wastage of water and temporary inconvenience that they might face due to the commissioning of the project etc.</p> <p>A total of seventy two (72) such consultations</p>

Output	Monitoring Indicators/Targets	Progress to Date		Remarks
		Last Quarter Q 2, 2019	Current Quarter Q 3, 2019	
				including seven (07) women only consultations conducted. Total No. of Participants- 834 Female 431 (52.31 %)
v. Make customer service centres operational in Gaya; <b>DMF Indicator-</b> 1h. Six customer service centers constructed and staffed (at least 30% female staff) (2017 baseline: 0)	<b>Gaya;</b> -The 30% of the total staff (skilled /unskilled) at 6 customer service centres are women; <b>Responsibility</b> - PIU, DSC, contractors and IDC <b>Time Frame</b> - Q 1 , 2019 onwards			CSC is not yet functional. The civil works at three CSC sites namely at – Dandi Bagh, ITI and Budhva Mahadev is going on. However in the meantime the service of a toll free number to register water related complaints has been launched. DSC, PIU and Contractors have been sensitized time and again to strive to ensure minimum 30 % of all recruited staffs are female.
vi. Assess impact of the new water supply services on female beneficiaries' terms of time savings and health benefits accrued by the project.	<b>Bhagalpur &amp; Gaya:</b> - One assessment (covering both the towns) conducted with 100 women beneficiaries in each town towards the end of the Project to assess the impact. <b>Target: 1 assessment each town, 200 beneficiaries</b> <b>Responsibility</b> – IDC <b>Time Frame</b> - Towards end of the project.			To be taken up towards end of the project.

Output	Monitoring Indicators/Targets	Progress to Date		Remarks
		Last Quarter Q 2, 2019	Current Quarter Q 3, 2019	
<b>Output 2: Staffing and skills for water supply operations improved</b>				
<p>i. Increase O&amp;M staff through DBO contract</p> <p><b>DMF Indicator-</b> 2. Staffing and skills for water supply operations improved</p> <p>For Bhagalpur and Gaya: 2a. At least 400 ULB staff trained on management and O&amp;M of urban infrastructure including water supply systems (205 for Bhagalpur and 195 for Gaya including 100% women staff at both the towns) (2017 baseline: 0)</p> <p>2b. At least 400 ULB staff trained on key gender mainstreaming issues and role of women in NRW reduction and household/community water supply management systems (205 for Bhagalpur and 195 for Gaya including 100% women staff in both towns) (2017 baseline: 0)</p>	<p><b>Bhagalpur :-</b> Two training programs on gender analysis conducted for ULB staff <b>Target: existing Bhagalpur 295/14;</b> <b>Responsibility -</b> PIU, DSC, contractors and IDC <b>Time Frame -</b> Year 1 until project completion</p>			Contractor is yet to be mobilized
	<p><b>Gaya:-</b> Two training programs on gender analysis conducted for ULB staff <b>Target: Gaya 194 / 5 female plus;</b> <b>Responsibility -</b> PIU, DSC, contractors and IDC <b>Time Frame -</b> Q1, 2019 onwards</p>			This activity was planned to be taken up from Q 3, 2019 onwards but could not be taken up. However, this has now been scheduled to begin from Q 4, 2019.
<p>ii. Train ULB staff to carry out gender analysis in the municipal wards in both project towns new water system to be put in place and analyze</p>	<p>Two O&amp;M manuals –one each for the project towns – in local language with gender-specific issues in water supply prepared for service wards <b>Target: 100% O&amp;M manuals;</b></p>		The contractor is yet to submit revised O&M manual	This activity shall be taken up after the submission of O&M plan and O&M manual.

Output	Monitoring Indicators/Targets	Progress to Date		Remarks
		Last Quarter Q 2, 2019	Current Quarter Q 3, 2019	
women's role in NRW reduction and household/community water supply management system	<b>Responsibility</b> - PIU, DSC, contractors and PMC <b>Time Frame</b> - Q 2 , 2019 onwards			
iii. Ensure O&M manuals prepared in project towns include sections on gender-specific issues in water supply system such as: (i) impact of water supply on health and quality of lives of women; (ii) awareness and education on women's role in O&M of the new systems; and (iv) grievance mechanisms for O&M.	<b>Bhagalpur</b> 20 staff trained to program and operate SCADA system <b>Target: total 20 staff, 14 women staff in Bhagalpur.</b> <b>Responsibility</b> - PIU, DSC, contractors and IDC <b>Time Frame</b> - Year 1 until project completion			Contractor is yet to be mobilized
2c. At least 40 staff trained to program and operate SCADA system systems (25 in Bhagalpur and 15 in Gaya, with at least 50% women participants) (2017 baseline: 0)	<b>Gaya</b> 20 staff trained to program and operate SCADA system <b>Target: total 20 staff, 6 women staff in Gaya</b> <b>Responsibility</b> - PIU, DSC, contractors and PMC <b>Time Frame</b> - Q 4 , 2019 onwards			To be taken up from Q 1, 2020 onwards
<b>Output 3: Systems for water supply service delivery management improved</b>				
i. Conduct Training Need Assessment to identify specific training programs for BMC and GMC staff (both male and female);	<b>Bhagalpur:-</b> Training Need Assessment (TNA) conducted by IDC and 100% BMC staff trained <b>Target: One TNA report for Bhagalpur prepared</b> with (i) key O&M issues of the rehabilitated and expanded assets; (ii) key women's issues and positive			Mobilization of IDC under process

	<p>impacts of water supply; and (iii) women's role in O&amp;M of the water supply system  <b>Responsibility</b> – IDC  <b>Time Frame</b> - Year 1 until project completion</p>			
	<p><b>Gaya:-</b> Training Need Assessment (TNA) conducted by IDC and 100% GMC staff (194/ 5 female) trained  <b>Target: One TNA report for Gaya</b> prepared with (i) key O&amp;M issues of the rehabilitated and expanded assets; (ii) key women's issues and positive impacts of water supply; and (iii) women's role in O&amp;M of the water supply system  <b>Responsibility</b> – IDC  <b>Time Frame</b> - Year 1 until project completion</p>			<p>Mobilization of IDC under process</p>
<p>ii. Incorporate needs, priorities and concerns of the community people including women in design, operations and management of water distribution system; and</p>	<p><b>Bhagalpur</b>  i) All design, operations and management plans of water distribution system by contractors incorporate needs, priorities and concerns of the community people including women (Target:100% plans);  ii) 100 community members trained through five orientation programs in: (i) fundamentals of plumbing and O&amp;M of water distribution system; and (ii) meter reading  <b>Target: 30% women;</b>  <b>Responsibility</b> - PIU, DSC, contractors and PMC</p>			<p>Contractor is yet to be mobilized</p>

<p><b>DMF indicator</b>  1. Water supply infrastructure constructed and rehabilitated  For Gaya:  1e. 75,000 new house service connections with functional meters installed (15% for vulnerable households) (2017 baseline: 0)</p>	<p><b>Time Frame</b> - Year 1 until project completion  <b>Gaya</b>  i) All design, operations and management plans of water distribution system by contractors incorporate needs, priorities and concerns of the community people including women (Target:100% plans);  ii) A total of 75,000 new house service connections with functional meters installed in Gaya (<b>2017 baseline: 28,912</b>);  iii) 100 community members trained through five orientation programs in: (i) fundamentals of plumbing and O&amp;M of water distribution system; and (ii) meter reading  <b>Target: 30% women;</b>  <b>Responsibility</b> - PIU, DSC, contractors and PMC  <b>Time Frame</b> - Q 2 , 2019 onwards;</p>		<p>House Service Connection pipe has been laid up to 2837 HH in DMA - 1,2,3,5,6,7,8,9,10,11,12,13,15,16,18,19,20,21,25,26,27,28,29 and 30.</p> <p>However water meter is yet to be done.</p>	<p>i) Needs, priorities and concerns of the community people including women have been incorporated while preparing design, operations and management plans of water distribution system  ii) Installation of water meters in HHs is scheduled to commence from Q 4, 2019 onwards.  iii) The contractor has been asked to revise the O&amp;M plan. The revised O&amp;M plan is awaited. Training of Community members ,comprising 20 in each batch, will be taken up once the O&amp;M plan is approved.</p>
<p><b>Institutional Arrangement for GAP implementation</b>  iii. Ensure effective implementation, monitoring of the GAP and reporting of gender equality results.</p>	<p>a) The ESMC at BUIDCo continues services of a gender specialist staff with specific TOR to implement, monitor, and report on GAP activities;  <b>Responsibility</b> – PMU  <b>Time Frame</b> - Year 1 until project completion  b) Gender indicators included in PPMS and updated biannually with sex-disaggregated data;  <b>Responsibility</b> – PMC</p>			<p>Under process</p> <p>Gender indicators included in PPMS</p>

	<p>c) PIUs nominated one gender focal point each for supervision and coordination on GAP implementation;</p> <p><b>Responsibility – PMU</b></p>			<p>The SO at PIU Gaya has been nominated as Gender focal point.</p>
	<p>d) The IDC mobilized under Tranche 2 include one gender expert for 30 person months on intermittent basis for entire project period to provide technical support in implementation of GAP activities; and</p> <p><b>Responsibility - PMU</b></p>			<p>Under process</p>
	<p>e) The GAP progress reported as appendix with all QPRs to ADB.</p> <p><b>Responsibility - PMC and PMU</b></p>	<p>Being complied</p>	<p>Being complied</p>	
<p><b>DMF indicator</b></p> <p>3. Systems for water supply service delivery management improved</p> <p>3b. Water user charge plan, incorporating special concessionary arrangements for vulnerable households, developed and adopted by ULB (2017 baseline: 0)</p>				<p>Household survey has been completed. The report is awaited. Once the report is received and the number of vulnerable households etc. ascertained, Water user charge plan, incorporating special concessionary arrangements for vulnerable households will be taken up with competent authority.</p>

## Appendix – Annexes for consultations conducted

Sl. No.	Consultations / trainings / workshops / Awareness programs / campaigns	Sub – Project wise Consultation	Venue	Date	Total participants	No. of total Women participants	List Topics covered	List major outcome of the particular activity that will benefit women
1.	Consultation	<b>Gaya Water Supply Project (GWSP)</b>	Rajput Colony, Shringsthan	06.07.2018	06	03	Benefits of the project on Health, Gender, Socio Economic Empowerment and Environmental Conservation.	Accountable awareness generated about project benefits such as- reduction in drudgery, time spent in collecting water etc. that may accrue to women.  Reduction in cases of water borne diseases , Improved attendance of Girls at school improved income due to time saved
2.	Consultation		Near Police line	21.07.2018	15	09		
3.	Consultation		Mustafabad , AP colony	23.07.2018	16	07		
4.	Consultation		Near Dhaniya Bagicha OHSR	17.08.2018	16	11		
5.	Women only Consultation		Near Railway Colony Delha	17.08.2018	22	22		
6.	Consultation		Ramshila GLSR	18.08.2018	14	06		
7.	Consultation		Mastalipur OHSR	18.08.2018	02	00		
8.	Consultation		Bengali Tola	19.08.2018	20	05		
9.	Consultation		Dhaniya Bagicha quarters	19.08.2018	11	08	Benefits of the project (health, sanitation, socio economic empowerment and improvement in girls' education etc.) that may accrue specially to women.	
10.	Women only Consultation		Near OHSR site at Dhaniya Bagicha	29.08.2018	20	20		
11.	Consultation		Dandi Bagh Campus	10.09.2018	08	00		
12.	Consultation		Near Elect. Sub Station at Dandi Bagh	10.09.2018	03	00		
13.	Consultation		Near Pump house at Lakhanpura	10.09.2018	12	04		
14.	Consultation		Near OHSR site at Budhva Mahadev	10.09.2018	03	02		
15.	Consultation		DMA 1 Manpur	10.09.2018	05	01		
16.	Women only Consultation		Near OHSR site at Bhusunda	10.09.2018	17	17		
<b>Total (Q-3, 2018)</b>					<b>190</b>	<b>115</b>		
17.	Consultation	<b>Gaya Water Supply Project (GWSP)</b>	Gopal Ganj, Near Suraj Pokhra, Joda Maszid, Manpur	03.12.18	15	7	Participants were made aware about the potential benefits of Gaya Water Supply	Accountable awareness generated about project benefits such as- reduction in drudgery, time spent
18.	Consultation		Bhusunda	06.12.18	11	9		
19.	Consultation		Gopal Pandey lane, Near	15.12.18	11	6		



Sl. No.	Consultations / trainings / workshops / Awareness programs / campaigns	Sub – Project wise Consultation	Venue	Date	Total participants	No. of total Women participants	List Topics covered	List major outcome of the particular activity that will benefit women
			Suraj Pokhra, Joda Maszid, Manpur				project and the temporary inconvenience that they might face due to the commissioning of the project. Their cooperation was also sought during the implementation phase.	in collecting water etc. that may accrue to women.  Reduction in cases of water borne diseases , Improved attendance of Girls at school improved income due to time saved
20.	Consultation		Joda Maszid near OHSR site	24.12.18	2	01		
21.	Consultation		Kumhar Tola, , near Godavari	28.12.18	13	6		
22.	Consultation		Kumhar Tola, , near Godavari Talab	29.12.18	<b>09</b>	<b>08</b>		
23.	Consultation		Salampur, Bhusunda		15	10		
24.	Women Only		Balpar, near Bhusunda OHSR site	30.11.18	46	46		
25.	Consultation		Mohazidpur Slum near Budhva Mahadev OHSR site	08.10.18	17	11		
26.	Consultation		Bhusunda OHSR site	11.10.18	08	06		
27.	Consultation		Mohikali Lane, Dholakia Gali, Swarajpuri road	22.10.18	14	09		
28.	Consultation		Pihani , Patwatoli Manpur	26.10.18	15	09		
<b>Total (Q-4, 2018)</b>					<b>176</b>	<b>128</b>		
29.	Consultation	<b>Gaya Water Supply Project (GWSP)</b>	Guthia Mod Circle, Neema Ro	8.1.2019	7	<b>0</b>	Water Supply project and the temporary inconvenience that they might face due to the commissioning of the project. Their cooperation was also sought during the implementation phase, information on O & M, CSC	Accountable awareness generated about O & M work role of CSC as proposed in the project and project benefits that may accrue to them such as- reduction in drudgery, time spent in collecting water etc. that may accrue to women, reduction
30.	Consultation		Guthia Mod , Kathotia	16.1.2019	13	<b>4</b>		
31.	Consultation		Existing Rising Main of Ramshila ( Women Only)	17.1.2019	39	<b>39</b>		
32.	Consultation		Near Durga Mandir, Patwatoli, Manpur	18.2.2019	18	<b>0</b>		
33.	Consultation		Ambedkar Bhumi Slum, Katari Hill	27.2.2019	30	<b>22</b>		
34.	Consultation		Balpur, Near Bhusunda OHSR ( <b>Women Only</b> )	28.2.2019	23	<b>23</b>		
35.	Consultation		AN college Circle	28.2.2019	6	<b>0</b>		
36.	Consultation		Rising main alignment	18.3.2019	29	<b>29</b>		

Sl. No.	Consultations / trainings / workshops / Awareness programs / campaigns	Sub – Project wise Consultation	Venue	Date	Total participants	No. of total Women participants	List Topics covered	List major outcome of the particular activity that will benefit women
			from Kendui to CWR at ITI				and its functions	in cases of water borne diseases, improved income as they may use the time saved in some more productive work.
37.	Consultation		Madanpur Mod (O & M work of existing Rising Main)	28.3.2019	8	0		Moreover, participants were apprised on how reduction in time spent on fetching water could result in improved attendance of Girls at school.
		<b>Total (Q-1, 2019)</b>			<b>173</b>	<b>88</b>		
38.	Consultation		Panchayati Akhara	15.4.19	11	3	Consultation during validation of HH Survey, provided information on GWSP Project and its benefits	Accountable awareness generated about the project
39.	Consultation		Bagheshwari Gumti	15.4.19	12	6		
40.	Consultation		Janta Colony, Station road	16.4.19	5	2		
41.	Consultation		Chhotaki Delha	16.4.19	10	3		
42.	Consultation		Waris Nagar, Near TW	6.5.19	9	0		
43.	Consultation		Joda Maszid , Near TW	6.5.19	5	0	Information on GWSP Project components and its benefits	
44.	Consultation		Delha , near OHSR location	16.5.19	14	0	Consultation on dispute of disposal of drain water of household of nearby as earlier area land filled with sand for surface preparation of	Accountable awareness generated about the project

Sl. No.	Consultations / trainings / workshops / Awareness programs / campaigns	Sub – Project wise Consultation	Venue	Date	Total participants	No. of total Women participants	List Topics covered	List major outcome of the particular activity that will benefit women
							OHSR	
45.	Consultation		Vishnu Pad	27.5.19	2	0	Information on GWSP Project components and its benefits	Accountable awareness generated about the project
46.	Consultation		White house area	27.5.19	8	0		
47.	Consultation		Gowardhan Vihar Colony , Bypass Road	29.5.19	6	0		
48.	Consultation		Peeparpati, Rang Bahadur Road	14.6.19	2	1		
49.	Consultation		Tilli Tola, In front of Mahaveer School,	19.6.19	5	1		
50.	Consultation		Dulhin Ganj, Murti Lane, near Bata Mod	19.6.19	10	0	Consultation on dispute of disposal of drain water due to land filled with sand for surface preparation of OHSR	
51.	Consultation		Dulhin Ganj, Near TW , Bata Mod	20.6.19	12	5	Information on GWSP Project components and its benefits	
52.	Consultation		Mustafabad, near forest dep't office	20.6.19	6	4		
53.	Consultation		Mustafabad in front of Chandauti Block	20.6.19	3	1		
54.	Consultation		Surya Mandir, Vishnu pad area	29.6.19	2	0		
			<b>Total (Q-2, 2019)</b>		<b>122</b>	<b>26</b>		
55.	Consultation		Khiriya, Rising Main alignment along NH - <b>DMA 26</b>	22.7.19	11	4	Information on GWSP Project components and its benefits	Accountable awareness generated about the project
56.	Consultation		Kapil Dhara, Rising Main alignment <b>DMA 27</b>	23.7.19	9	3		
57.	Consultation		Rukmani Talab , maadanpur <b>DMA 27</b>	25.7.19	13	8		
58.	Consultation		Kharkhura, DMA-28	26.7.19	2	1		

Sl. No.	Consultations / trainings / workshops / Awareness programs / campaigns	Sub – Project wise Consultation	Venue	Date	Total participants	No. of total Women participants	List Topics covered	List major outcome of the particular activity that will benefit women
59.	Consultation		Near Akshaybat, Rukmani Talab, Madanpur ( Women Only) <b>DMA 27</b>	30.7.19	32	32		
60.	Consultation		Near Panhar Maszid, Nand Kishore Road, <b>DMA-13</b>	31.7.19	3	1		
61.	Consultation		Ramshila Hills OHSR Location - <b>DMA 8</b>	4.8.19	8	4	Information on Status and change design of OHSR to minimise the losses to the property and Progress of the project of each component	
62.	Consultation		Ward 23 , <b>DMA 17</b>	5.8.19	6	0	Information on GWSP Project components and its benefits.	
63.	Consultation		White house Society <b>DMA 20</b>	17.8.19	4	0	Grievance redresses of poor backfilling and road restoration after pipeline laying work, the information on GWSP project has been shared by PD sir	Accountable awareness generated about the project
64.	Consultation		Khiriyaawa, Near Phalgu <b>DMA 26</b>	19.8.19	16	0	Information on GWSP Project components and its	Accountable awareness generated about the project
65.	Consultation		Bairagi, Kharkhura <b>DMA 8</b>	26.8.19	15	13		

