
GRANT NUMBER 0607-BAN(EF)
[Additional Financing to Loan 2878-BAN(COL) and Grant 0298-BAN(EF)]

GRANT AGREEMENT
(Externally Financed)

(Urban Primary Health Care Services Delivery Project – Additional Financing)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

ASIAN DEVELOPMENT BANK

DATED 25 October 2018

BAN 42177

**GRANT AGREEMENT
(Externally Financed)**

GRANT AGREEMENT dated 25 October 2018 between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by a loan agreement dated 26 September 2012 (Loan 2878-BAN[COL]) between the Recipient and ADB ("Initial ADB Loan Agreement"), ADB provided the Recipient a concessional loan from ADB's ordinary capital resources in an amount equivalent to thirty-two million seven hundred and ninety-eight thousand Special Drawing Rights (SDR32,798,000) for the purposes of the Project described in Schedule 1 to the Initial Loan Agreement ("Initial Project");

(B) by a grant agreement (Grant 0298-BAN[EF]) dated 26 September 2012 between the Borrower and ADB ("Initial Grant Agreement"), ADB made available to the Borrower a grant from the Swedish International Development Cooperation Agency ("SIDA") in the amount not exceeding the equivalent of twenty million Dollars (\$20,000,000) ("SIDA Initial Grant"), to be administered by ADB pursuant to its cofinancing arrangements with SIDA for the purposes of co-financing various activities under the Initial Project;

(C) by a loan agreement of even date herewith (Ordinary Operations [Concessional]) between the Recipient and ADB ("ADB Loan Agreement"), ADB has agreed to make a concessional loan to the Recipient from ADB's ordinary capital resources in an amount of one hundred and ten million Dollars (\$110,000,000) ("ADB Loan") for the purposes of providing additional financing for the scaling up of the Initial Project, as further described in Schedule 1 to the ADB Loan Agreement;

(D) the Recipient has applied to Urban Climate Change Resilience Trust Fund (UCCRTF) under the Urban Financing Partnership Facility, for a grant, to be administered by ADB, for the purposes of cofinancing various activities under the Project;

(E) it has been resolved that UCCRTF will extend a grant, administered by ADB, for the purposes of cofinancing expenditures under the Project; and

(F) ADB has agreed to make the proceeds of the grant from the UCCRTF available to the Recipient upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Grant Regulations; Definitions

Section 1.01. All the provisions of ADB's Externally Financed Grant Regulations, dated 1 January 2017 ("Grant Regulations"), are hereby made applicable to this Grant Agreement with the same force and effect as if they were fully set forth herein.

Section 1.02. Wherever used in this Grant Agreement, the several terms defined in the Grant Regulations and the ADB Loan Agreement have the respective meanings therein set forth unless modified herein or the context otherwise requires.

ARTICLE II

The Grant

Section 2.01. ADB agrees to make available to the Recipient a grant from UCCRTF in the amount of two million Dollars (\$2,000,000) ("UCCRTF Grant").

ARTICLE III

Use of Proceeds of the Grant

Section 3.01. The Recipient shall cause the proceeds of the Grant to be applied to the financing of expenditures on the Project in accordance with the provisions of this Grant Agreement.

Section 3.02. The proceeds of the Grant shall be allocated and withdrawn in accordance with the provisions of the Schedule to this Grant Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and ADB.

Section 3.03. Except as ADB may otherwise agree, the Recipient shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Grant in accordance with the provisions of Schedule 4 to the ADB Loan Agreement.

Section 3.04. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 31 December 2021 or such other date as may from time to time be agreed between the Recipient and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the Project and operation of the Project facilities, the Recipient shall perform, or cause to be performed, all obligations set forth in Schedule 5 to the ADB Loan Agreement.

Section 4.02. (a) The Recipient through the Project Executing Agency shall (i) maintain, or shall cause each Implementing Agency to maintain, separate accounts and records for the Project; (ii) prepare annual consolidated financial statements for the Project in accordance with financial reporting standards 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 Grant 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 end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) The Recipient shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Recipient's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Recipient, unless the Recipient shall otherwise agree.

Section 4.03. The Recipient shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

Section 4.04. The Recipient acknowledges and agrees that this Grant Agreement is entered into by ADB, not in its individual capacity, but as administrator of UCCRTF. Accordingly, the Recipient agrees that (i) it may only withdraw Grant proceeds to the extent that ADB has received proceeds for the Grant from UCCRTF and such proceeds has not been suspended or cancelled in whole or in part by UCCRTF pursuant to the terms of administration; and (ii) that ADB does not assume any obligations or responsibilities of UCCRTF in respect of the Project or the Grant other than those set out in this Grant Agreement.

ARTICLE V

Suspension

Section 5.01. The following is specified as an additional event for suspension of the right of the Recipient to make withdrawals from the Grant Account for the purposes of Section 8.01(k) of the Grant Regulations: any of the Initial ADB Loan, the Initial SIDA Grant, and the ADB Loan have become liable for suspension/cancellation in accordance with the terms of the Initial ADB Loan Agreement, the Initial SIDA Grant Agreement, and the ADB Loan Agreement, respectively.

ARTICLE VI

Effectiveness

Section 6.01. The following is specified as an additional condition to the effectiveness of this Grant Agreement for the purposes of Section 9.01(e) of the Grant Regulations: the ADB Loan Agreement has been duly authorized by, executed and delivered on behalf of, the Recipient, and is legally binding upon the Recipient in accordance with its terms, and all conditions precedent to its effectiveness other than the condition requiring the effectiveness of this Grant Agreement shall have been fulfilled.

Section 6.02. A date 90 days after the date of this Grant Agreement is specified for the effectiveness of this Grant Agreement for the purposes of Section 9.04 of the Grant Regulations.

ARTICLE VII

Termination

Section 7.01. The Grant Agreement and all obligations of the parties thereunder shall terminate on the date on which the ADB Loan Agreement terminates.

ARTICLE VIII

Miscellaneous

Section 8.01. The Senior Secretary, Secretary, any Additional Secretary, Chief, Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary or Assistant Chief of

Economic Relations Division of the Ministry of Finance of the Borrower of the Recipient is designated as representative of the Recipient for the purposes of Section 11.02 of the Grant Regulations.

Section 8.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

For the Recipient

Economic Relations Division
Ministry of Finance
Government of the People's Republic of Bangladesh
Sher-e-Bangla Nagar
Dhaka 1207
Bangladesh

Facsimile Number:

(880) 2 811 3088

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:


(63-2) 636-2444
(63-2) 636- 2293.

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

PEOPLE'S REPUBLIC OF
BANGLADESH

By 
KAZI SHOFIQUL AZAM
Senior Secretary
Economic Relations Division
Ministry of Finance

ASIAN DEVELOPMENT BANK

By 
MANMOHAN PARKASH
Country Director
Bangladesh Resident Mission

SCHEDULE**Allocation and Withdrawal of Grant Proceeds**General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Grant and the allocation of the Grant proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table.)

Basis for Withdrawal from the Grant Account

2. Except as ADB may otherwise agree, the proceeds of the Grant shall be allocated to items of expenditure, and disbursed on the basis of the withdrawal percentage for each item of expenditure, as set forth in the Table.

Reallocation

3. Notwithstanding the allocation of Grant proceeds and the withdrawal percentages set forth in the Table,

- (a) if the amount of the Grant allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, in consultation with the Recipient, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Grant which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures; and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and
- (b) if the amount of the Grant allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, in consultation with the Recipient, reallocate such excess amount to any other Category.

Disbursement Procedures

4. Except as ADB may otherwise agree, the Grant proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

TABLE

ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS			
Number	Item	Total Amount Allocated for UCCRTF Financing (\$)	Basis for Withdrawal from the Grant Account
		Category	
1	Works	85,000	100% of total expenditure claimed*
2	Equipment	835,000	100% of total expenditure claimed*
3	Training and workshops	703,000	100% of total expenditure claimed*
4	Consultancy	377,000	100% of total expenditure claimed*
	TOTAL	2,000,000	

* Exclusive of taxes and duties imposed within the territory of the Recipient.