

PROJECT AGREEMENT

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

between

ASIAN DEVELOPMENT BANK

and

BARISHAL CITY CORPORATION
CHATTOGRAM CITY CORPORATION
CUMILLA CITY CORPORATION
DHAKA NORTH CITY CORPORATION
DHAKA SOUTH CITY CORPORATION
GAZIPUR CITY CORPORATION
KHULNA CITY CORPORATION
MYMENSINGH CITY CORPORATION
NARAYANGANJ CITY CORPORATION
RAJSHAHI CITY CORPORATION
RANGPUR CITY CORPORATION
SYLHET CITY CORPORATION
THE MUNICIPALITY OF BENAPOLE
THE MUNICIPALITY OF DERAJ
THE MUNICIPALITY OF FARIDPUR
THE MUNICIPALITY OF GAIBANDHA
THE MUNICIPALITY OF GOPALGANJ
THE MUNICIPALITY OF JAGANNATHPUR
THE MUNICIPALITY OF KISHOREGANJ
THE MUNICIPALITY OF KURIGRAM
THE MUNICIPALITY OF KUSHTIA
THE MUNICIPALITY OF NETROKONA
THE MUNICIPALITY OF SHARIATPUR
THE MUNICIPALITY OF SIRAJGANJ
THE MUNICIPALITY OF TARABO

DATED 25 October 2018

PROJECT AGREEMENT

PROJECT AGREEMENT dated 25 October 2018 between ASIAN DEVELOPMENT BANK ("ADB") and BARISHAL CITY CORPORATION, CHATTOGRAM CITY CORPORATION, CUMILLA CITY CORPORATION, DHAKA NORTH CITY CORPORATION, DHAKA SOUTH CITY CORPORATION, GAZIPUR CITY CORPORATION, KHULNA CITY CORPORATION, MYMENSINGH CITY CORPORATION, NARAYANGANJ CITY CORPORATION, RAJSHAHI CITY CORPORATION, RANGPUR CITY CORPORATION, SYLHET CITY CORPORATION, THE MUNICIPALITY OF BENAPOLE, THE MUNICIPALITY OF DERAJ, THE MUNICIPALITY OF FARIDPUR, THE MUNICIPALITY OF GAIBANDHA, THE MUNICIPALITY OF GOPALGANJ, THE MUNICIPALITY OF JAGANNATHPUR, THE MUNICIPALITY OF KISHOREGANJ, THE MUNICIPALITY OF KURIGRAM, THE MUNICIPALITY OF KUSHTIA, THE MUNICIPALITY OF NETROKONA, THE MUNICIPALITY OF SHARIATPUR, THE MUNICIPALITY OF SIRAJGANJ, AND THE MUNICIPALITY OF TARABO (the "Implementing Agencies", each an "Implementing Agency")

WHEREAS

(A) by a loan agreement (Loan 2878-BAN[COL]) dated 26 September 2012 between the People's Republic of Bangladesh ("Borrower") and ADB ("Initial Loan Agreement"), ADB provided a concessional loan to the Borrower from ADB's ordinary capital resources in an amount equivalent to thirty-two million seven hundred ninety-eight thousand Special Drawing Rights (SDR32,798,000) ("Initial ADB Loan") 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 SIDA 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) ("Initial SIDA 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) the Borrower has applied to ADB for a concessional loan in the amount of one hundred and ten million Dollars (\$110,000,000) from ADB's ordinary capital resources for the purposes of the scaling up of the Initial Project, as described in Schedule 1 to the Loan Agreement of even date hereof ("ADB Loan Agreement") between the Borrower and ADB ("Project");

(D) the Borrower has also applied to Urban Climate Change Resilience Trust Fund (UCCRTF) under the Urban Financing Partnership Facility, for an additional grant in the amount of two million Dollars (\$2,000,000) for the purposes of cofinancing various activities under the Project, to be administered by ADB and subject to the terms and conditions of an externally financed grant agreement of even date herewith between the Borrower and ADB ("UCCRTF Grant Agreement", together with the ADB Loan Agreement, the "Financing Agreements"); and

(E) the Implementing Agencies in consideration of ADB entering into the Financing Agreements with the Recipient, have agreed to undertake the obligations set forth herein:

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Financing Agreements and in the Loan Regulations and the Grant Regulations (as so defined) have the respective meanings therein set forth, except that for purposes of this Project Agreement the term "Project" means such part of the Project to be carried out by the relevant Implementing Agency in its responsible geographical area, as determined by the Borrower and ADB during Project implementation.

ARTICLE II

Particular Covenants

Section 2.01. (a) Each Implementing Agency shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

(b) In the carrying out of the Project and operation of the Project facilities, each Implementing Agency shall perform all obligations set forth in the Financing Agreements to the extent that they are applicable to that Implementing Agency.

Section 2.02. Each Implementing Agency shall make available, promptly as needed, and on terms and conditions acceptable to ADB, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Grant, for the carrying out of the Project.

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

(b) Except as ADB may otherwise agree, each Implementing Agency shall procure all items of expenditures to be financed out of the proceeds of (i) the ADB Loan in accordance with the provisions of Schedule 3 to the ADB Loan Agreement; and (ii) the UCCRTF Grant in accordance with the provisions of the Schedule to the UCCRTF Grant Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

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

Section 2.05. (a) Each Implementing Agency shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance of Project facilities to such extent and against such risks and in such amounts as shall be consistent with sound practice.

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

Section 2.06. Each Implementing Agency shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the ADB Loan and the UCCRTF Grant, to disclose the use thereof in the Project to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and each Implementing Agency shall cooperate fully to ensure that the purposes of the ADB Loan and the UCCRTF Grant will be accomplished.

(b) Each Implementing Agency shall promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement, or the accomplishment of the purposes of the ADB Loan and the UCCRTF Grant.

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

Section 2.08. (a) Each Implementing Agency shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the ADB Loan and the UCCRTF Grant, and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of that Implementing Agency; and (v) any other matters relating to the purposes of the ADB Loan and the UCCRTF Grant.

(b) Without limiting the generality of the foregoing, each Implementing Agency 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 detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, each Implementing Agency shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including

its cost, the performance by each Implementing Agency of its obligations under this Project Agreement and the accomplishment of the purposes of the ADB Loan and the UCCRTF Grant.

Section 2.09. Each Implementing Agency shall (i) maintain separate accounts and records for the Project; and (ii) prepare financial statement in respect of expenditures incurred by it under the Project and furnish such statement to the Project Executing Agency, no later than 3 months after the close of the fiscal year to which they relate, for purposes of Section 4.03(a)(ii) of the ADB Loan Agreement and Section 4.02(a)(ii) of the UCCRTF Grant Agreement.

Section 2.10. Each Implementing Agency shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

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

(b) Each Implementing Agency shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(c) Each Implementing Agency shall at all times operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

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

Section 2.13. Except as ADB may otherwise agree, each Implementing Agency shall apply the proceeds of the ADB Loan and the UCCRTF Grant to the financing of expenditures on the Project in accordance with the provisions of the respective Financing Agreements and this Project Agreement, and shall ensure that all items of expenditures financed out of such proceeds are used exclusively in the carrying out of the Project.

Section 2.14. Except as ADB may otherwise agree, each Implementing Agency shall duly perform all its obligations under the financing arrangements with the Borrower, 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 such financing arrangements.

Section 2.15. Each Implementing Agency 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. Each Implementing Agency shall afford ADB an adequate opportunity to comment on such proposal prior to taking any affirmative action thereon.

ARTICLE III

Effective Date; Termination

Section 3.01. This Project Agreement shall come into force and effect on the date on which all of the Financing Agreements come into force and effect. ADB shall promptly notify each Implementing Agency of such date.

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which all of the Financing Agreements terminate in accordance with its terms.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under any of the Financing Agreements.

ARTICLE IV

Miscellaneous

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

For ADB

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

Facsimile Numbers:

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

For Implementing Agencies

Barishal City Corporation
Nagar Bhaban
Fazlul Haque Avenue
8200 Barishal, Bangladesh

Facsimile Number:

(880) 0431-65048

Chattogram City Corporation
Nagar Bhaban
Anderkilla
4000 Soder Chattogram
Bangladesh

Facsimile Number:

(880) 031-610007

Cumilla City Corporation
Nagar Bhaban
3500 Cumilla, Bangladesh

Facsimile Number:

(880) 081-62800

Dhaka North City Corporation
Nagar Bhaban
81, Gulshan Avenue
1212 Dhaka, Bangladesh

Facsimile Number:

(880) 02-9894089

Dhaka South City Corporation
Nagar Bhaban
5, Phonix Road, Fulbaria
1000 Dhaka, Bangladesh

Facsimile Number:

(880) 02-9559616

Gazipur City Corporation
Nagar Bhaban
Joydebpur
1700 Gazipur, Bangladesh

Facsimile Number:

(880) 02-9262867

Khulna City Corporation
Nagar Bhaban
K.D.Gosh Road
9100 Khulna, Bangladesh

Facsimile Number:

(880) 041-2830383

Mymensingh City Corporation
Pauro Bhaban
Mymensingh Sadar
2200 Mymensingh, Bangladesh

E-mail:

mayor.mymensingh@gmail.com

Narayanganj City Corporation
Nagar Bhaban
10, BangaBandhu Road
1400 Narayanganj, Bangladesh

Facsimile Number:

(880) 02-7646070

Rajshahi City Corporation
Nagar Bhaban
Kadargonj
6000 Rajshahi, Bangladesh

Facsimile Number:

(880) 0721-772140

Rangpur Corporation
Nagar Bhaban
Jumapara
5400 Rangpur, Bangladesh

Facsimile Number:

(880) 0521-64858

Sylhet City Corporation
Nagar Bhaban
Banger Bazar
3100 Sylhet, Bangladesh

Facsimile Number:

(880) 0821-719335

The Municipality of Benapole
Pauro Bhaban
Benapole Port
7400 Jashore, Bangladesh,

E-mail:

rofiqulislam051@gmail.com

The Municipality of Derai
Pauro Bhaban
Derai
3040 Sunamganj, Bangladesh

Facsimile Number:

(880) 0872-456488

The Municipality of Faridpur
Pauro Bhaban
Faridpur Sadar
7800 Faridpur, Bangladesh

E-mail:

mayorfaridpur@yahoo.com

The Municipality of Gaibandha
Pauro Bhaban
Station Road
5700 Gaibandha, Bangladesh.

E-mail:

mayorgaibandhapurashava@gmail.com

The Municipality of Gopalganj
Pauro Bhaban
Gopalganj Municipality
Judge Court Area
8100 Gopalganj, Bangladesh

Facsimile Number:

(880) 02-6685795

The Municipality of Jagannathpur
Pauro Bhaban
Jagannathpur
3060 Sunamganj, Bangladesh

Facsimile Number:

(880) 0872-756075

The Municipality of Kishoreganj
Pauro Bhaban
Akhara Bazar
2300 Kishoreganj, Bangladesh

Facsimile Number:

(880) 0941-62542

The Municipality of Kurigram
Pauro Bhaban
Gosh Para
5600 Kurigram, Bangladesh

Facsimile Number:

(880) 0581-61357

The Municipality of Kushtia
Pauro Bhaban
Kushtia Municipality, Kumlapur
7000 Kushtia, Bangladesh

Facsimile Number:

(880) 071-71348

The Municipality of Netrokona
Pauro Bhaban
Netrokona Sadar
2400 Netrokona, Bangladesh

Facsimile Number:

(880) 0951-51071

The Municipality of Sariatpur
Pauro Bhaban
Sariatpur Sadar
8000 Sariatpur, Bangladesh

Facsimile Number:

(880) 0601-60679

The Municipality of Sirajganj
Pauro Bhaban
Chawrashtar More
6700 Sirajganj, Bangladesh

Facsimile Number:

(880) 0751-62098

The Municipality of Tarabo
Pauro Bhaban
Khadun, Rupganj
1400 Narayanganj, Bangladesh

E-mail:

asinagazi05@gmail.com

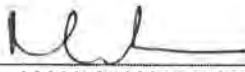
Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement or under Section 7.01 of the ADB Loan Agreement by or on behalf of each Implementing Agency may be taken or executed by its chief executive officer or by such other person or persons as he or she shall so designate in writing notified to ADB.

(b) Each Implementing Agency shall furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.

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

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

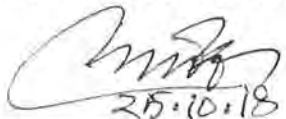
ASIAN DEVELOPMENT BANK

By 
MANMOHAN PARKASH
Country Director
Bangladesh Resident Mission

BARISHAL CITY CORPORATION

By 
MOHD. ISRAIL HOSSAIN
Chief Executive Officer (Acting)

CHATTOGRAM CITY CORPORATION

By 
MD. SHAMSUDDOHA
Chief Executive Officer

CUMILLA CITY CORPORATION

By 
ANUPAM BARUA
Chief Executive Officer

DHAKA NORTH CITY CORPORATION

By  25/10/2018
MD. MESBAHUL ISLAM
Chief Executive Officer

DHAKA SOUTH CITY CORPORATION

By  25/10/18
MOSTAFIZUR RAHMAN
Chief Executive Officer

GAZIPUR CITY CORPORATION

By  25.10.18
K.M. RAHATUL ISLAM
Chief Executive Officer

KHULNA CITY CORPORATION

By  25/10/18
PALASH KANTI BAL
Chief Executive Officer

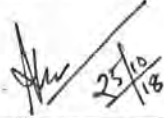
MYMENSINGH CITY CORPORATION

By  25/10/2018
MOHAMMED ANWAR HOSSAIN
Chief Executive Officer

NARAYANGANJ CITY CORPORATION

By  20/10/18
A.F.M. EHTESHAMUL HOQUE
Chief Executive Officer

RAJSHAHI CITY CORPORATION

By  25/10/18
SHAH MOMIN
Chief Executive Officer

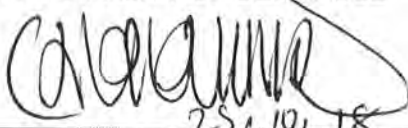
RANGPUR CITY CORPORATION

By  25/10/18
MD. AKTAR HOSSAIN AZAD
Chief Executive Officer

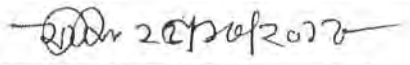
SYLHET CITY CORPORATION

By  25.10.18
MUHAMMED BADRUL HAQUE
Chief Executive Officer (Acting)

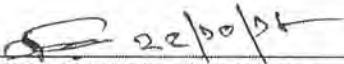
THE MUNICIPALITY OF BENAPOLE

By  25.10.18
ASHRAFUL ALAM LITON
Mayor

THE MUNICIPALITY OF DERAI

By  _____
MOSHARRAF MIA
Mayor

THE MUNICIPALITY OF FARIDPUR

By  _____
SHEIK MAHTAB ALI METHU
Mayor

THE MUNICIPALITY OF GAIBANDHA

By  _____
SHAH MASUD ZAHANGIR KABIR
Mayor


THE MUNICIPALITY OF GOPALGANJ

By  _____
KAZI LIAQUAT ALI
Mayor

THE MUNICIPALITY OF JAGANNATHPUR

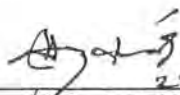
By  _____
MD. ABDUL MONAF
Mayor

THE MUNICIPALITY OF KISHOREGANJ

By  25.10.18

MAHMUD PARVEZ
Mayor

THE MUNICIPALITY OF KURIGRAM

By  25.10.18

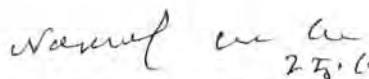
MD. ABDUL JALIL
Mayor

THE MUNICIPALITY OF KUSHTIA

By  25.10.18

ANWAR ALI
Mayor

THE MUNICIPALITY OF NETROKONA

By  25.10.18


MD. NAZRUL ISLAM KHAN
Mayor

THE MUNICIPALITY OF SHARIATPUR

By  25.10.18

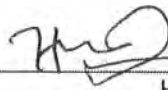
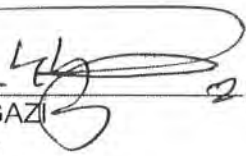
MD. RAFIQUUL ISLAM
Mayor

THE MUNICIPALITY OF SIRAJGANJ

By  25.10.18

SYED ABDUR ROUF MUKTA
Mayor

THE MUNICIPALITY OF TARABO

By   25.10.18

HASINA GAZI
Mayor