April 28, 2014

Secretary Mohammad Mejbahuddin  
Economic Relations Division  
Ministry of Finance  
Block 8, Room No. 3  
Sher-e Bangla Nagar  
Dhaka, Bangladesh  

Dear Secretary Mejbahuddin:

Bangladesh: Siddhirganj Peaking Power Project  
(Credit Number 4508-BD)  
Amendments to the Financing Agreement

We refer to the Financing Agreement for the Siddhirganj Peaking Power Project (the “Financing Agreement”) between the People’s Republic of Bangladesh (the “Recipient”) and the International Development Association (the “Association”) dated November 13, 2008. We also refer to the letter dated March 3, 2014, from the Economic Relations Division of the Recipient’s Ministry of Finance, requesting certain amendments to the Financing Agreement.

We are pleased to inform you that the Association accedes to the request and hereby proposes to amend the Financing Agreement as follows:

1. The name of the Project shall be amended to read as follows: “Siddhirganj Power Project”. Hence, it shall be understood that all the documentation of the Project refers to the amended name of the Project.

2. Schedule 1 (Project Description) shall be amended to read as set forth in Attachment 1 to this Amendment Letter.

3. Section I.C of Schedule 2 (Project Execution) shall be amended to read as follows:

“The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines, the TASRCM and the GAAP.”

4. Section II.A.1 of Schedule 2 (Project Execution) shall be amended to read as follows:

“The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.”

5. The table included in paragraph 2 of Section IV.A of Schedule 2 (Project Execution) shall be amended to read as follows:
### Table: Amounts of Credit Allocated and Disbursement Percentages

<table>
<thead>
<tr>
<th>Category</th>
<th>Amounts of Credit Allocated (SDR)</th>
<th>Disbursement Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, Works, Consultant’s Services and Training</td>
<td>222,600,000</td>
<td>100% exclusive of taxes for Goods and Works and 100% inclusive of taxes for Consultant’s Services and Training</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>222,600,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

6. The terms “GAAP” and “Training” shall be added to the Appendix to read as follows:

28. “GAAP” means the plan agreed between the Association and the Recipient dated July 9, 2012, setting forth actions and measures to be taken by the Recipient, EGCB, GTCL and PGCB, to ensure integrity, transparency and accountability in the implementation of the Project and the use of the proceeds of the Financing.

29. “Training” means the reasonable costs of trainings, seminars, workshops, conferences and study tours, conducted in the territory of the Recipient and/or overseas, including: (a) the fees of training institutions and courses; (b) domestic and international travel costs, lodging costs, and subsistence/per diem allowances for both trainers and trainees; (c) the rental of training facilities; and (d) preparation, purchase or reproduction of training materials.”

Except as specifically amended by this Amendment Letter, all other provisions of the Financing Agreement shall remain unchanged and in full force and effect.

The Association will disclose this Amendment Letter and related information on this Financing Agreement in accordance with the Association’s Policy on Access to Information. By entering into this Amendment Letter, the Recipient consents to disclosure of this Amendment Letter and related information.

Please confirm your acceptance to the foregoing by signing and dating the two originals, retaining one original for your records and returning the other original to the Association. Upon receipt by the Association of the original Amendment Letter countersigned by you, this Amendment Letter will become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Johannes Zutt
Country Director for Bangladesh
South Asia Region
AGREED:

PEOPLE'S REPUBLIC OF BANGLADESH

By: [Signature]
   Authorized Representative

Name: ARASTOO KULAI

Title: ADDL SECRETARY, ERD, MINISTRY OF FINANCE

Date: JUNE 14, 2014
Revised SCHEDULE 1 to the Financing Agreement

Project Description

The objective of the Project is to increase supply of electricity to Bangladesh grid network.

The Project consists of the following parts:

Part A: Power Station

Construction and installation of a 335 MW combined cycle power station, including, inter alia, a heat recovery steam generator, a steam turbine and generator package and ancillary equipment.

Part B: Transmission Evacuation

Construction and installation of: (a) an 11 km 230 kV double circuit transmission line, with a capacity of 800 MW, between Siddhirganj and Maniknagar; (b) at Siddhirganj a 230/132 kV air insulated switching substation; and (c) at Maniknagar a 230/132 kV gas insulated switching substation.

Part C: Gas supply Pipeline

Construction of a 60 km, 30 inch diameter high pressure gas pipeline and ancillary equipment to transport gas from Bakhrabad to Siddhirganj.

Part D: Technical assistance

1. Provision of technical advisory services to EGCB: (a) in the operation and maintenance of the 335 MW combined cycle power station and the 2x120 MW peaking power stations; (b) in the supervision and management of the construction of the 335 MW combined cycle power station; (c) in the design and implementation of an enterprise resource planning software; and (d) in social, environmental and financial analysis aspects of the Project, including associated training.

2. Provision of technical advisory services to PGCB, including: (a) the services of owner’s engineer to assist PGCB to finalize design of the line and the substations, and to prepare the bidding documents, evaluate the bids and supervise and manage three contracts involved in the activities; and (b) the provision of advisory services in social, environmental and financial analysis aspects of the Project, including associated training.

3. Provision of technical advisory services to GTCL, including: (a) the services of owner’s engineer to assist GTCL in the design of the Part C of the Project, the preparation of the bidding documents, evaluation of the bids, and effecting of a contract, and supervise all activities of the contractor through pipeline commissioning; (b) the provision of advisory services in the design and implementation of an enterprise resource planning software; and (c) the provision of advisory services in social, environmental and financial analysis aspects of the Project, including associated training.