Financing Agreement
(Bangladesh Weather and Climate Services Regional Project)
between
PEOPLE'S REPUBLIC OF BANGLADESH
and
INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated APRIL 05, 2017
FINANCING AGREEMENT

AGREEMENT dated APRIL 05, 2017, entered into between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to seventy nine million eight hundred thousand Special Drawing Rights (SDR 79,800,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are June 1 and December 1 in each year.
2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through the Implementing Agencies in accordance with the provisions of Schedule 2 to this Agreement and Article IV of the General Conditions. Specifically, the Recipient shall carry out: (a) Part A of the Project through BMD; (b) Part B of the Project through BWDB, (c) Part C of the Project through DAE; and (d) Part D of the Project.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is the Senior Secretary/Secretary, or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance.

5.02. The Recipient’s Address is:

Economic Relations Division
Ministry of Finance
Government of the People’s Republic of Bangladesh
5.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C.
AGREED at Dhaka, People’s Republic of Bangladesh, as of the day and year first above written.

PEOPLE’S REPUBLIC OF BANGLADESH

By

Authorized Representative

Name: KAZI SHOFIQUL AZAM
Title: SECRETARY (IN-CHARGE)

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: QIMIAO FAN
Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

The objective of the Project is to strengthen the Recipient’s capacity to deliver reliable weather, water and climate information services and improve access to such services by priority sectors and communities.

The Project consists of the following parts:

Part A: Strengthening Meteorological Information Services

1. Modernization of Meteorological Observations Systems and Forecasting

   (a) Modernization of Surface, Marine and Upper Air Monitoring Networks and Communication and Information-communication-technology Systems. Modernization of BMD’s surface, marine and upper air monitoring networks and communication and information-communication-technology systems through, inter alia: (i) the provision of technical assistance for developing a meteorological system and service integrator mechanism; (ii) the upgrading of existing synoptic and agro-meteorological automatic weather stations; (iii) the installation of new automatic rain gauges; (iv) the acquisition and installation of C/X band doppler weather radars; (v) the acquisition and installation of automated weather observation systems and civil aviation instrumentation; (vi) the acquisition and installation of coastal marine stations; (vii) the acquisition and installation of buoy stations; (viii) the preparation of a digital elevation map and the carrying out of a bathymetric survey; (ix) the acquisition and installation of portable hydrogen generators; (x) the restoration and upgrading of existing maintenance and calibration equipment; and (xi) the strengthening of BMD’s information-communication-technology systems and data center; and

   (b) Improving Infrastructure for Weather Forecasting. Improvement of BMD’s numerical weather prediction and weather forecasting systems through, inter alia: (i) the acquisition and installation of nowcasting workstations and weather workstations including associated hardware and software; (ii) the acquisition of high performance computers to improve weather and oceanographic forecasting including associated installation configuration, and training activities; (iii) the provision of technical assistance to perform digitalization and data rescue; (iv) the designing and implementation of a forecast verification system; and (v) the installation and configuration of storm surge and wave models including associated training.
2. Technical and Institutional Capacity Strengthening, Regional Collaboration, Project Management, Monitoring and Evaluation

(a) Technical and Institutional Capacity Strengthening and Regional Collaboration. Building of BMD’s technical and institutional capacity and regional collaboration through, *inter alia*: (i) the carrying of training needs assessments; (ii) the provision of in-house training, study tours and targeted training in collaboration with other meteorological agencies; (iii) the provision of technical assistance to develop BMD’s legal and regulatory framework and data sharing policy; (iv) the refurbishment of BMD’s central and divisional offices; (v) the carrying out of technical studies to develop a roadmap on regional collaboration; and (vi) the scaling up of on-going regional and sub-regional weather and forecasting programs.

(b) Project Management, Monitoring and Evaluation. Provision of technical assistance to BMD to carry out Project management, monitoring and evaluation activities, including the carrying out of internal audits and the implementation of the GAAP.

3. Strengthening Weather Services, Early Warning Systems and Climate Services Delivery

(a) Weather and Disaster Early Warning Systems. Strengthening of BMD’s delivery of weather services and early warning systems for disasters through, *inter alia*: (i) the carrying out of a baseline survey to assess user needs and priorities; (ii) the development of software to integrate and share weather and climate data, information and products within BMD and among BMD and stakeholders as an automated subscribe service; (iii) the designing and implementation of a common alerting protocol system in collaboration with BWDB, DDM and other end-users; and (iv) the designing and implementation of software to provide automated products based on stakeholders’ requirements.

(b) Community-based Early Warning Systems. Development of community-based early warning systems for drought and extreme meteorological events in Recipient’s districts selected as per the Project Operations Manual.

(c) Climate Services. Strengthening of BMD’s delivery of climate services through, *inter alia*: (i) the provision of technical assistance to install and configure software related to climate and seasonal prediction models, including associated training; (ii) the provision of technical assistance focused on divisional level climate services; (iii) the upgrading of BMD’s existing webpage into a climate services portal; and (iv) the carrying out of public education and outreach campaigns.
Part B: Strengthening Hydrological Information Services and Early Warning Systems

1. Strengthening Hydrological Observation Network and Forecasting

(a) Strengthening Hydrological Monitoring and Information-communication-technology Systems. Modernization of BWDB’s hydrological monitoring network and information-communication-technology systems through, *inter alia*: (i) the provision of technical assistance for developing a water resources system and integrator mechanism; (ii) the upgrading and/or installation of manual water level stations, rain gauges, climate stations and groundwater stations; (iii) the acquisition of catamarans and survey boats for coastal hydrographic survey and stream gauging; (iv) the acquisition and installation of vertical acoustic doppler current profiling; (v) the acquisition and installation of water quality sondes; (vi) the acquisition and installation of echosounders to support river gauging and river morphology measurements; (vii) the acquisition and installation of land-based coastal storm surge inundation stations; (viii) the restoration and upgrading of existing hydrological measurement equipment; and (ix) the strengthening of BWDB’s information-communication-technology systems.

(b) Hydrological and Flood Forecasting. Strengthening BWDB’s forecasting capacity through, *inter alia*: (i) the acquisition and installation of nowcasting workstations and the development of flash flood forecasts; (ii) the upgrading of existing flood forecast models; and (iii) the acquisition of hardware and designing of software for developing medium and long range seasonal forecasts and flood forecasts during pre-monsoon, monsoon and post-monsoon season.


(a) Technical and Institutional Capacity Strengthening and Regional Collaboration. Building of BWDB’s technical and institutional capacity and regional collaboration through, *inter alia*: (i) the carrying of training needs assessments; (ii) the provision of in-house training, study tours and targeted training in collaboration with other hydro meteorological agencies; (iii) the provision of technical assistance to develop BWDB’s legal and regulatory framework and data sharing policy; (iv) the refurbishment of BWDB’s central and divisional offices; (v) the carrying out of technical studies to develop a roadmap on regional collaboration; and (vi) the scaling up of on-going regional and sub-regional weather and forecasting programs.
(b) 

**Project Management, Monitoring and Evaluation.** Provision of technical assistance to BWDB to carry out Project management, monitoring and evaluation activities, including PCU’s coordination activities including the carrying out of internal audits and the implementation of the GAAP.

3. **Strengthening Hydrological Services and Flood Early Warning Systems**

   (a) **Hydrological and Flood Early Warning Services.** Strengthening of BWDB’s delivery of hydrological and flood forecasting services through, *inter alia:* (i) the carrying out of a baseline survey to assess user needs and priorities; (ii) the development of geographic information system center, including the provision of associated training; (iii) the development of software to integrate and share data in real-time with BMD as an automated subscribe service; (iv) the development of BWDB’s website for sharing data and products with stakeholders; (v) the designing and implementation of software to provide automated product generation based on stakeholders’ requirements; and (vi) the designing and implementation of a common alerting protocol system in collaboration with BMD, DDM and other end-users.

   (b) **Community-based Early Warning Systems.** Development of community-based early warning systems for flash flooding in Recipient’s districts selected as per the Project Operations Manual.

**Part C: Agrometeorological Information Systems Development**

1. **Establishment of the Bangladesh Agrometeorological Information System ("BAMIS")**

   Provision of technical assistance to DAE to develop a BAMIS web portal dedicated to provide agrometeorological data, information, advisories and services, including, *inter alia:* (i) the development of BAMIS associated infrastructure; (ii) the development of Upazila-level agrometeorological databases; (iii) the carrying out of agrometeorological data analyses and future case development scenarios; (iv) the development of agrometeorological advisory services and products for farming communities; and (v) the carrying out of risk mapping of climate-vulnerable farming communities.

2. **Training, Capacity Building, Project Management, Monitoring and Evaluation**

   (a) **Provision of Technical Training to Staff.** Strengthening of DAE’s agrometeorological technical capacity through, *inter alia:* (i) the provision of training to DAE, BARI, BJRI, BRRI, and BSRI staff on agrometeorological data analysis and product development; (ii) the
provision of technical assistance to carry out technical studies on agrometeorological matters; (iii) the carrying out of workshops for training farmers in the use of BAMIS portal tools; and (iv) the provision of technical assistance for the functioning of the Joint Technical Working Group.

(b) **Project Management, Monitoring and Evaluation.** Provision of support to DAE to carry out Project management, monitoring and evaluation activities including the carrying out of internal audits and the implementation of the GAAP.

3. **Agricultural Disaster Risk Management through Agrometeorological Information Dissemination**

Dissemination of agrometeorological advisories and products to farming communities to help them better utilize weather and climate risk in their planning and cope with agricultural disaster risk through *inter alia*: (i) the carrying out of an assessment of farmers needs and priorities for weather and climate services; (ii) the acquisition and installation of automatic rain gauges and agrometeorological display boards in locations selected as per the Project Operations Manual; (iii) the establishment of agro-meteorological kiosks in locations selected as per the Project Operations Manual; (iv) the development of web-based applications for disseminating agrometeorological advisories; (v) the carrying out of workshops for farmers to raise awareness of agroclimatic risks and (vi) the carrying out of studies to obtain feedback from farmers on the use of agrometeorological advisories and products.

**Part D: Contingent Emergency Response**

Provision of immediate response to an Eligible Crisis or Emergency, as needed.
Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Project Steering Committee

By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the period of implementation of the Project, the Project Steering Committee ("PSC") with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, the PSC shall: (a) be chaired by the senior secretary of the MOD; (b) be comprised of representatives of relevant ministries, divisions and Implementing Agencies, among others; and (c) shall meet as frequently as necessary to: (i) provide strategic and policy direction on all Project activities; (ii) facilitate the coordination of Project activities; and (iii) address any obstacle during Project implementation.

2. Project Coordination Unit

By no later than one (1) month after the Effective Date, the Recipient, through BWDB, shall establish and thereafter maintain, throughout the period of implementation of the Project, the Project Coordination Unit ("PCU") with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, the PCU shall: (a) be headed by the Project coordinator who will be the Chief Planning of BWDB; (b) be composed of relevant technical experts, and specialists; and (c) be responsible for, inter alia, overseeing the overall coordination, implementation and management of the Project, including the activities to be carried out by the Implementing Agencies.

3. Project Implementation Units

By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the period of implementation of the Project, in each of the Implementing Agencies, a Project Implementation Unit ("PIU") with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, the PIU shall: (a) be headed by one (1) Project director; (b) full-time deputy Project director; and (c) be composed of relevant technical experts, and specialists in, inter alia, procurement, financial management, environment, social safeguards and
monitoring and evaluation and reporting; and (c) be responsible for, *inter alia*,
carrying out the management, financial management, performance evaluations,
safeguards, monitoring and reporting activities of its respective part under the
Project.

4. **Joint Technical Working Group**

By no later than one (1) month after the Effective Date, the Recipient shall
establish and thereafter maintain, throughout the period of implementation of the
Project, a Joint Technical Working Group ("JTWG") with functions, membership
and resources satisfactory to the Association. Without limitation on the foregoing,
the JTWG shall: (a) be headed by BMD; (b) be composed of representatives from
the Implementing Agencies, BARI, BJRI, BRRI, BSRI, DDM and end-users; and
(c) be responsible for, *inter alia*: (i) providing technical support during the
development and delivery of weather and water related services; and
(ii) facilitating sharing of information among its members on the development of
the afore-mentioned services.

5. **Memorandum of Understanding**

(a) By no later than twelve (12) months after the Effective Date and prior to
incurring on related expenditures, the Recipient through each of the
Implementing Agencies, as the case may be, shall enter into memoranda
of understanding with the Partner Agencies, under terms and conditions
acceptable to the Association, in order to ensure close cooperation and
coordination during Project implementation.

(b) Except as the Association shall otherwise agree in writing, the Recipient
shall not amend, abrogate or waive any provisions of the above-mentioned
memoranda of understanding. In the event of any conflict between the
provisions of the memoranda of understanding, and the provisions of this
Agreement, the provisions of this Agreement shall prevail.

7. **Use of Good, Works and Services under Part A of the Project**

The Recipient shall ensure that all goods, works and services provided for the
carrying out of the activities to be financed under Part A of the Project are not used
either directly or indirectly for a military and/or or paramilitary purpose.

**B. Project Operations Manual**

1. By no later than one (1) month after the Effective Date, the Recipient, through the
Implementing Agencies, shall adopt, and thereafter maintain, the Project
Operations Manual ("POM") in form and substance satisfactory to the Association.
2. The Recipient, through the Implementing Agencies, shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the POM, provided, however, that in the case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail. Except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate or waive any provision of the POM.

C. Anti-Corruption

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

2. Without limitation on the provisions of paragraph 1 above, the Recipient shall ensure that each Implementing Entity: (a) carry out its respective GAAP in accordance with its terms; and (b) submit reports on the status of the implementation of said plan as part of the Project Report (or such other frequency as may be agreed with the Association).

D. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the EMF, the RPF, the SECVDF and the relevant Safeguard Assessments and Plans.

2. Whenever an additional or revised Safeguard Assessment and Plan shall be required for any proposed Project activity in accordance with the provisions of the EMF and the SMF, as the case may be, the Recipient shall:

   (a) prior to the commencement of such activity, proceed to have such Safeguard Assessment and Plan: (i) prepared in accordance with the provisions of the EMF, the RPF and the SECVDF, as the case may be; (ii) furnished to the Association for review and approval; and (iii) thereafter adopted, consulted and disclosed as approved by the Association, in a manner acceptable to the Association;

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan; and

   (c) in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement shall occur before necessary resettlement measures consistent with the RAP applicable to such activity have been executed, including, in the case of displacement,
full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement.

3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the EMF, the RPF, the SECVDF or any Safeguard Assessments and Plans, unless the Association has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

4. Without limitation on its other reporting obligations under this Agreement, the Recipient shall collect, compile and submit to the Association on a bi-annual basis (or such other frequency as may be agreed with the Association) consolidated reports on the status of compliance with the EMF, the RPF, the SECVDF and the Safeguard Assessments and Plans, giving details of: (a) measures taken in furtherance of the said instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

5. The Recipient shall ensure or cause to be ensured, that any consultants’ services financed under the Project, including studies to be supported under the Project, are carried out under terms of reference satisfactory to the Association following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the Association’s safeguards policies and be disclosed and consulted upon in accordance with the Association’s safeguard policies.

6. In the event of any conflict between the provisions of any of the EMF, the RPF, the SECVDF or the Safeguard Assessments and Plans, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part D of the Project (“Emergency Response Part”), the Recipient shall:

(a) prepare and furnish to the Association for its review and approval, a Contingent Emergency Response Implementation Plan (“CERIP”) which shall set forth detailed implementation arrangements for the Emergency Response Part including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and
procedures for Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the EMF, SMF and relevant Safeguard Assessments and Plans to the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

(b) afford the Association a reasonable opportunity to review the proposed CERIP;

(c) promptly adopt the CERIP for the Emergency Response Part as shall have been accepted by the Association;

(d) ensure that the Emergency Response Part is carried out in accordance with the CERIP; provided, however, that in the event of any inconsistency between the provisions of the CERIP and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERIP without prior written approval by the Association.

2. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all Safeguard Assessments and Plans required for said activities, in accordance with the EMF and the SMF, the Association has approved all such instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient through the Implementing Agencies 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 the indicators acceptable to the Association. Each Project Report shall cover the
period of one (1) calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient through the Implementing Agencies shall prepare and furnish to the Association as part of the Project Report, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient through the Implementing Agencies shall have Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods and Non-consulting Services. All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
B. **Particular Methods of Procurement of Goods and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, following the procedures of the Procurement Laws subject to the additional provisions set forth in paragraph 3 below; (b) Shopping; (c) Direct Contracting; and (d) Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association.

3. **National Competitive Bidding Procedures.** The following provisions apply for the contracting of goods, works and non-consulting services under National Competitive Bidding, using bidding documents acceptable to the Association:
   
   (a) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder;
   
   (b) bids should be submitted and opened in public in one (1) location immediately after the deadline for submission;
   
   (c) lottery in award of contracts shall not be allowed;
   
   (d) bidders' qualification/experience requirement shall be mandatory;
   
   (e) bids shall not be invited on the basis of percentage above or below the estimated cost and contract award shall be based on the lowest evaluated bid price of compliant bid from eligible and qualified bidder; and
   
   (f) single stage two (2) envelope procurement system shall not be allowed.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed
Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

E. Procurement of Emergency Expenditures under the Emergency Response Part

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in the Emergency Response Part shall be procured in accordance with the procurement methods and procedures set forth in the CERIP.

F. Bid and Proposal Evaluation Committees

Prior to procuring any contract of goods, works and/or services specified in the Procurement Plan, the Recipient, through the Implementation Agencies, shall establish, and therefore maintain through the period of implementation of the Project, bid and proposal evaluation committees with composition, qualifications, experience and terms of reference satisfactory to the Association. The Recipient, shall also ensure that BMD’s bid and proposal evaluation committee for awarding contracts on the basis of International Competitive Bidding and hiring international consultants’ services is composed of five (5) members with qualifications, experience and terms of reference satisfactory to the Association, including one (1) international procurement expert, and one (1) international technical expert.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants’ services, Training and Incremental Operating Costs for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) BMD under Part A of the Project</td>
<td>40,900,000</td>
<td>100% (inclusive of Taxes (except for customs duties and value-added taxes on imports))</td>
</tr>
<tr>
<td>(b) BWDB for Part B of the Project</td>
<td>28,100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(c) DAE for Part C of the Project</td>
<td>9,550,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Emergency Expenditures under Part D of the Project</td>
<td>0</td>
<td>100% inclusive of taxes</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>1,250,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>79,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) prior to the date of this Agreement; and

(b) for Emergency Expenditures under Category (2), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction,
that all of the following conditions have been met in respect of said activities:

(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has ensured that all safeguards instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.E of this Schedule;

(iii) the Agencies in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.E of this Schedule, for the purposes of said activities; and

(iv) the Recipient has adopted the CERIP in form, substance and manner acceptable to the Association and the provisions of the CERIP remain or have been updated in accordance with the provisions of Section I.E of this Schedule so as to be appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is December 31, 2022.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 1 and December 1, commencing December 1, 2022 to and including June 1, 2054</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Section I. Definitions

1. "Affected Person" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction or access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.


3. "BARI" means the Bangladesh Agriculture Research Institute, and such successor or successors thereto.

4. "BJRI" means Bangladesh Jute Research Institute, and such successor or successors thereto.

5. "BMD" means the Bangladesh Meteorological Department of the Ministry of Defense of the Recipient, and such successor or successors thereto.

6. "BRRI" means Bangladesh Rice Research Institute, and such successor or successors thereto.

7. "BSRI" means Bangladesh Sugarcane Research Institute, and such successor or successors thereto.

8. "BWDB" means the Bangladesh Water Development Board of the Ministry of Water Resources of the Recipient, and such successor or successors thereto.

9. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


11. "CERIP" means the Contingent Emergency Response Implementation Plan referred to in Section I.E of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of said Section.
12. "DAE" means the Department of Agricultural Extension of the Ministry of Agriculture of the Recipient, and such successor or successors thereto.

13. "DDM" means the Department of Disaster Management of the Ministry of Disaster Management and Relief of the Recipient, and such successor or successors thereto.

14. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

15. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERIP in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, and required for the Emergency Response Part.

16. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part D of the Project.

17. "EMF" means the Environmental Management Framework of the Project, dated December 23, 2015 and duly disclosed in the Implementing Agencies' websites, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental impacts associated with Project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting; as such framework may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.

18. "EMP" means each Environmental Management Plan to be prepared under the Project in accordance with the EMF, pursuant to Section I.D of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as each environmental management plan may be revised, supplemented or updated from time to time with the prior written agreement between the Recipient and the Association.

19. "GAAP" means the Governance and Accountability Action Plan agreed between the Association and the Recipient through each of the Implementing Agencies, dated May 4, 2016, setting forth actions and measures to be taken by the Recipient to ensure integrity, transparency and accountability in the implementation of the Project and the use of the proceeds of the Financing; as each such plan may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.

21. "Incremental Operating Costs" means the reasonable costs required for the day-to-day coordination, administration and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses, translation, printing, photocopying and postal expenses, bank charges, advertising expenses, insurance, costs of clearing, forwarding, inspection, survey and transportation of goods, Project-related meeting expenses, Project-related travel; excluding salaries, per diem, allowances and honorarium of officials of the Recipient's civil service and/or other sitting allowances and honorarium of any other nature.

22. "Implementing Agency" means any of the following Agencies: BMD, BWDB and DAE, or any successor(s) acceptable to the Association; and "Implementing Agencies" means all such agencies together.

23. "LGD" means the Local Government Division of the Ministry of Local Government, Rural Development and Cooperatives of the Recipient, and such successor or successors thereto

24. "MRTB" means the Ministry of Road Transport and Bridges of the Recipient, and such successor or successors thereto

25. "Partner Agency" means any of the following agencies: LGD, BARI, MRTB or other agency acceptable to the Association; and "Partner Agencies" means all such agencies together.

26. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 16, 2016, and on behalf of the Recipient on March 30, 2016.


29. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 19, 2016, and referred to in paragraph 1.18 of the Procurement Guidelines
and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

30. "Project Coordination Unit" and "PCU" mean the unit within BWDB and referred to in Section I.A.2 of Schedule 2 to this Agreement.

31. "Project Implementation Unit" and "PIU" mean the unit referred to in Section I.A.3 of Schedule 2 to this Agreement; and "PIUs" means all PIUs together.

32. "Project Operations Manual" and "POM" mean the Recipient's manual referred to in Section I.B of Schedule 2 to this Agreement, containing arrangements and procedures for Project budgeting, disbursement, financial management and reporting; as such manual may be revised from time to time with the written approval of the Association.

33. "Project Steering Committee and PSC" mean the committee referred to in Section I.A.1 of Schedule 2 to this Agreement.

34. "RAP" means each Resettlement Action Plan to be prepared under the Project in accordance with the RPF in form and substance satisfactory to the Association, and containing, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; as each resettlement action plan may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.

35. "RPF" means the Resettlement Policy Framework of the Recipient dated December 23, 2015 and duly disclosed in the Implementing Agencies' websites, setting forth, inter alia, the principles and objectives governing resettlement preparation and implementation, and a description of the process for preparing and approving resettlement plans under the Project; as such framework may be revised, supplemented or updated from time to time with the prior agreement between the Recipient and the Association.

36. "Safeguard Assessment and Plan" means any EMP, RAP and/or SEVCDP prepared or to be prepared by the Recipient in accordance with the EMF, the RPF and/or the SEVCDF, as the case may be, and the provisions of Section I.D of Schedule 2 to this Agreement; and "Safeguard Assessments and Plans" means, collectively, all such assessments and plans.

37. "Small Ethnic Communities" means, for purposes of the Project and in a generic sense, distinct, vulnerable, social and cultural groups (including tribes, minor races, ethnic sects and communities) possessing the following characteristics in varying
degrees: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (d) an indigenous language, often different from the official language of the country or region.

38. "SEVCDF" means the Small Ethnic Communities and Vulnerable Peoples Development Framework of the Recipient dated December 23, 2015 and duly disclosed in the Implementing Agencies' websites, setting the policies and procedures to ensure that ethnic and vulnerable communities affected by the Project receive culturally appropriate social and economic benefits, and if any potential adverse effects on such communities are identified, measures to ensure their effects are avoided, minimized, mitigated, or compensated, as well as the preparation of SEVCDPs during the implementation of the Project, as said framework may be revised from time to time with the prior written consent of the Association, and such term includes any annexes or schedules to such framework.

39. "SEVCDP" means each Small Ethnic and Vulnerable Communities Development Plan acceptable to the Association and prepared on the basis of the SEVCDF, detailing the specific actions, measures and policies designed to address any impact on Small Ethnic Communities and facilitate the achievement of the objectives of the SEVCDF; as said plan and any annexes or schedules to such plan, may be revised from time to time with the prior written approval of the Association.

40. "Training" means the reasonable costs required for the participation of personnel involved in training activities, workshops and study tours under the Project which have been approved by the Association in writing on annual basis, including: (a) travel, hotel, and subsistence costs for training, workshop and study tour participants provided that such allowances are paid directly to the eligible recipient using the banking system; and (b) costs associated with rental of training and workshop facilities, preparation and reproduction of training and workshop materials, costs of academic degree studies, and other costs directly related to training course, workshop or study tour preparation and implementation; but excluding salaries of civil servants and sitting allowances and honorarium of any other nature.

41. "Upazila" means an administrative unit, sub-district, in the territory of the Recipient.