Bangladesh Climate Change Resilience Fund
Grant Agreement

(Emergency 2007 Cyclone Recovery and Restoration Project)

(Cyclone Shelters)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of Bangladesh Climate Change Resilience Fund

Dated August 08, 2011
BANGLADESH CLIMATE CHANGE RESILIENCE FUND
GRANT AGREEMENT

AGREEMENT dated August 08, 2011, entered into between: PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of Bangladesh Climate Change Resilience Fund.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 ("Standard Conditions"), 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the Local Government Engineering Department in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to twenty five million United States Dollars ($25,000,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Recipient's Representative; Addresses

4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the 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 Recipient's Ministry of Finance.

4.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

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

Facsimile:
88028813088

4.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INDEVAS
Washington, D.C.

Telex: 248423 (MCI) or 64145 (MCI)

Facsimile: 1-202-477-6391
AGREED at Dhaka, Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By

/s/ Arastoo Khan
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of the Bangladesh Climate Change Resilience Fund

By

/s/ Ellen A. Goldstein
Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to improve climate resilience of coastal populations to tropical cyclones.

The Project consists of the following parts:

Part 1. Construction and Improvement of Multipurpose Shelters

Carrying out a series of works, including: (a) construction of about fifty-five (55) new shelters as multipurpose buildings; (b) rehabilitation, repair and improvement of about forty (40) damaged existing shelters; and (c) construction or rehabilitation of about fifty (50) kilometers of evacuation routes.

Part 2. Technical Advisory Services

Provision of technical advisory services to: (a) carry out surveys, designs, and construction supervision of multipurpose disaster shelters; and (b) carry out social and environmental assessments.
Section I. Institutional and Other Arrangements

A. Implementation Arrangements

The implementation arrangements for Part B of the Emergency 2007 Cyclone Recovery and Restoration Project (ECRRP) described in Section I of Schedule 2 to the financing agreement for the ECRRP between the Recipient and the Association, dated November 23, 2008, as amended (ECRRP Financing Agreement), are hereby incorporated by reference in this Section I and shall apply, mutatis mutandis, to the Project.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines").

C. Safeguards

The Recipient shall ensure that in carrying out the Project: (i) the mitigation, management and evaluation measures and all other actions set forth in the Environmental and Social/Resettlement Management Framework, Environmental Management Plans and Social/Resettlement Management Plans prepared under the ECRRP are implemented in accordance with the objectives, policies, procedures, time schedules and other provisions set forth therein; and (ii) no action is taken which would prevent or interfere with such implementation.

D. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, enable the representatives of the Donor(s) to visit any part of the Recipient’s territory for purposes related to the Project.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the following: number of shelters constructed, repaired and improved.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

The financial management, financial reporting and audit arrangements described in Section II.B of Schedule 2 to the ECRRP Financing Agreement are hereby incorporated by reference in this Section II.B and shall apply, mutatis mutandis, to the Project.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.


The particular methods of procurement of goods and works, the particular methods of procurement of consultants’ services, and the arrangements for the review of procurement decisions described in Sections III.B, III.C and III.D of Schedule 2 to the ECRRP Financing Agreement, respectively, are hereby incorporated by reference in this Section II.B and shall apply, mutatis mutandis, to the Project.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% of Eligible Expenditures consisting of goods, works, services, Operating Costs, and training, inclusive of taxes.

2. For purposes of the above paragraph, the term “Operating Costs” means: (a) expenditures incurred on account of the operation and maintenance of facilities, equipment and vehicles used for Project implementation (including, without limitation, office rental, vehicle rental, fuel, routine repair and maintenance of equipment, vehicles and office premises, communication, use of internet, stationeries and other office supplies, and translation, printing, photocopying and advertising services); (b) transportation costs and subsistence allowances for staff on field visit; (c) bank charges; and (d) salaries and allowances of incremental staff assigned for Project implementation, but excluding salaries of Recipient's civil servants.
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2014.