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Enabling poor rural people
to overcome poverty

People's Republic of Bangladesh

**Coastal Climate Resilient Infrastructure
Project (CCRIP)**

Negotiated financing agreement

Executive Board — 108th Session
Rome, 10-11 April 2013

For: **Information**

**Negotiated financing agreement:
"Coastal Climate Resilient Infrastructure Project
(CCRIP)"**

(Negotiations concluded on 28 March 2013)

Loan Number: _____

Grant Number: _____

Project Title: Coastal Climate Resilient Infrastructure Project (CCRIP) (the "Project")

The People's Republic of Bangladesh (the "Borrower/Recipient")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and all of them collectively the "Parties")

WHEREAS the Borrower/Recipient has requested a loan and a grant from the Fund for the purpose of financing the Project described in Schedule 1 to this Agreement; and

WHEREAS it is understood that arrangements have been made by the Borrower/Recipient, Asian Development Bank and KfW Bankengruppe for additional resources to finance the Project,

NOW THEREFORE, the Parties hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1) and the Allocation Table (Schedule 2).

2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, as may be amended from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purpose of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein.

3. The Fund shall provide a Loan and a Grant to the Borrower/Recipient (collectively referred to as the "Financing"), which the Borrower/Recipient shall use to implement the Project in accordance with the terms and conditions of this Agreement. The Fund shall consider providing supplementary financing for the implementation of the Project during the period commencing on 1 January 2016, subject to the availability of funds and approval of the Fund's Executive Board.

Section B

1. (a) The amount of the Loan is Twenty Six Million and One Hundred Thousand Special Drawing Rights (SDR 26 100 000).

(b) The amount of the Grant is Six Hundred and Sixty Thousand Special Drawing Rights (SDR 660 000).

2. The Loan is granted on Highly Concessional Terms.

3. The Loan Service Payment Currency for the Loan shall be United States dollar (USD).
4. The first day of the applicable Fiscal Year for the purpose of the implementation of the Project shall be 1 July.
5. Payments of principal and service charges shall be made on each 1 March and 1 September.
6. There shall be two (2) designated accounts denominated in USD (collectively referred to as the "Designated Accounts") opened in accordance with Section 4.04(d) of the General Conditions by the Borrower/Recipient in a bank acceptable to the Fund, through which the Loan and Grant proceeds shall be channelled. The Borrower/Recipient shall inform the Fund of the officials authorized to operate the Designated Accounts.
7. There shall be two (2) project accounts (the "Project Accounts") opened by the Lead Project Agency in a bank acceptable to the Fund to receive and hold financing transferred from the Designated Accounts. There shall be twelve (12) district project accounts (collectively referred to as the "District Project Accounts") in the Project Area as defined in paragraph 1 of Schedule 1 hereto, to receive and hold financing transferred from the Project Account. The Borrower/Recipient shall inform the Fund of the officials authorized to operate the Project Account and the District Project Accounts.
8. The Borrower/Recipient shall provide counterpart funds for the Project in the amount of thirty one million and two hundred thousand United States dollars (USD 31 200 000), which shall finance *inter alia* Project-related staff salaries in the Lead Project Agency, operating cost of the Project and Project-related land acquisition and resettlement costs.

Section C

1. The Lead Project Agency shall be the Local Government Engineering Department (the "LGED") under the Local Government Division of the Ministry of Local Government, Rural Development and Cooperatives (the "MLGRD&C") of the Borrower/Recipient.
2. The Project Completion Date shall be the sixth anniversary of the date of entry into force of this Agreement.

Section D

The Financing will be administered and the Project supervised by the Fund.

Section E

1. The following are designated as additional general conditions precedent to withdrawal:
 - (a) The Designated Accounts, the Project Account and the District Project Accounts as referred to in Section B above shall have been duly opened;
 - (b) The Project Director and other Key Project Personnel of the Project Management Office (the "PMO") and Regional Project Offices as referred to in paragraphs 7 and 8 of Schedule 1 hereto shall have been duly recruited by the Lead Project Agency; and
 - (c) The Project financial management system shall have been operational.
2. The following is designated as an additional specific condition precedent to the Fund's first replenishment of the Loan Designated Account: The accounting software of the accounting system of the Project shall have been operational.

3. The following are designated as additional grounds for suspension of the right of the Borrower/Recipient to request withdrawals under this Agreement:

- (a) The Project Director or other Key Project Personnel of the PMO and Regional Project Offices as referred to in paragraphs 7 and 8 of Schedule 1 hereto have been removed from the Project without the prior concurrence of the Fund; or
- (b) The Project Administration Manual (the "PAM") as referred to in paragraph 16 of Schedule 1 hereto is not approved by the Fund within six (6) months of the entry into force of this Agreement.

4. Notwithstanding the provisions of Section 4.08(a)(ii) of the General Conditions, procurement of a multilingual, double entry accounting system software, software and accounting training and system maintenance in the amount of approximately four thousand Special Drawing Rights (SDR 4 000) shall be eligible expenditure for the purpose of this Agreement and retroactively financed by the Loan.

5. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower/Recipient:

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

For the Fund:

President
International Fund for Agricultural Development
Via Paolo di Dono, 44
00142 Rome, Italy

This Agreement, dated _____, has been prepared in the English language in six (6) original copies, three (3) for the Borrower/Recipient and three (3) for the Fund.

PEOPLE'S REPUBLIC OF BANGLADESH

Authorized Representative

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

President

Schedule 1

Project Description and Implementation Arrangements

I. Project Description

1. *Target Population.* The Project shall be implemented in thirty two (32) Upazilas of twelve (12) south-western districts including Satkhira, Khulna, Bagerhat, Gopalganj, Madaripur, Shariatpur, Pirojpur, Jhalkati, Barisal, Bhola, Borguna and Patuakhali (the "Project Area"). The Project shall benefit mainly the population in the catchment areas of Project markets and users of roads, in particular, small and marginal farmers, small traders and micro-entrepreneurs, landless people and poor women. Direct beneficiaries include approximately five thousand (5 000) people contracted to the Labour Contracting Society (the "LCS"), one hundred and sixty two thousand four hundred (162 400) traders in the markets under the Project, fifty two thousand six hundred (52 600) transport owners, and two hundred and thirty five thousand (235 000) households living in the areas of influence of roads/markets.
2. *Goal.* The goal of the Project is to achieve improved livelihoods (higher incomes and food security) for poor households (women and men) in selected Upazilas of the Project Area.
3. *Objectives.* The objective of the Project is to achieve enhanced climate resilience of coastal road and market infrastructure and people in selected Upazilas of the Project Area.
4. *Components.* The Project shall consist of the following Components:

(a) Component 1: Improved Road Connectivity

This Component shall improve road connectivity for men and women living in Project Upazilas to access markets and social services. Under this Component, approximately one hundred and thirty (130) km Upazila road will be built with the resources provided by the Asian Development Bank (the "ADB") in accordance with applicable arrangement between Borrower/Recipient and the ADB. Approximately five hundred and one (501) km union and village roads along with associated small bridges and culverts (approximately two thousand four hundred and fifty five (2 455) meters) shall be constructed with the Financing and supplementary financing extended from the Fund in accordance with this Agreement. Roads shall adopt climate resilient and/or climate adaptation features. Roads that benefit the largest number of people, connect Project markets and other important markets and remote villages shall receive high priority.

The Borrower/Recipient shall bear the financial responsibility of maintenance to ensure the durability of the road infrastructures built by the Project.

(b) Component 2: Improved Market Services

Component 2 shall enhance marketing of farm and non-farm produce in Project markets. Particularly, it shall build and/or improve physical markets (including *inter alia* common sheds, fish sheds, open paved/raised areas, women sections, toilet blocs, internal drainages), build commodity collection points (CCPs) and boat landing platform (ghats), form market management committees (MMCs), and create employment for the poor women (LCS members), with the Financing and supplementary financing extended from the Fund in accordance with this Agreement. Component 2 shall develop growth centres and large rural markets with the resources of the ADB in accordance with applicable arrangement between

Borrower/Recipient and the ADB, and expand and develop approximately one hundred and ninety seven (197) community (village) markets, five (5) CCPs, fifteen (15) women sections and thirty eight (38) boat landing platforms with the Financing and supplementary financing extended from the Fund in accordance with this Agreement. All markets and CCPs except for the large markets shall be built by LCS groups. Each market or CCP shall have an MMC, which shall supervise the construction and later manage the market and be responsible for the routine maintenance. This Component shall provide appropriate training to LCS groups and MMCs to enable them to perform their functions in accordance with this Agreement.

The Borrower/Recipient shall bear the financial responsibility of maintenance to ensure the durability of the market infrastructures built by the Project.

(c) Component 3: Enhanced Climate Change Adaptation Capacity

The objective of this Component is that rural communities and local authorities are able to cope with volatile climate events and meet their basic needs during climatic shocks. Component 3 shall include i) construction or extension of cyclone shelters; ii) improvement of existing shelters; iii) upgrading access tracks; iv) renewable energy supply in the market and cyclone shelter; v) water supply in the market and cyclone shelter; vi) killah construction; and vii) complementary support measures to enhance capacity for disaster preparedness. The Borrower/Recipient shall make appropriate arrangement with KfW Bankengruppe (KfW) for the availability of financing to these activities. The Fund shall finance the training of LCS groups in construction skills and on social issues, and MMC members on planning, supervision of works and management of the markets.

The Borrower/Recipient shall bear the responsibility of maintenance to ensure the durability of the cyclone shelter and related infrastructures built by the Project.

The Project shall support with resources of the Grant innovation research and pilot testing such as those on i) garbage management in markets; ii) climate resilient slope protection; and iii) introduction of quality test protocols for road and market constructions. These three activities shall be contracted out to qualified national academic institutions through transparent and competitive procedures. The Project shall also support knowledge management activities such as the implementation of the Rural Community Radio Initiative (as referred to in paragraph 13 below) for mass information on agricultural, market, cultural and social topics as well as Project-related information. The Project shall conduct a baseline survey and impact and environmental studies in support of the Project.

The Fund shall manage directly, with the concurrence of the Borrower/Recipient, a portion of the Grant resources in the amount of three hundred and thirty thousand US dollars (USD 330 000) to finance the studies supporting the Mid-Term Review of the Project and the exploration of possible approaches to scaling up the benefits and sharing the experience and knowledge generated from the Project in Bangladesh.

II. Implementation Arrangements

5. *Lead Project Agency.* The LGED, in its capacity of Lead Project Agency, shall have the overall responsibility of the Project implementation.
6. *Project Steering Committee.* The Project will be under the overall policy guidance of the Project Steering Committee chaired by the Secretary of the Local Government Division. Its membership shall include, *inter alia*, representatives from the Local Government Division and LGED of the MLGRD&C; the Planning Commission and Implementation, Monitoring, and Evaluation Division of the Ministry of Planning; the Economic Relations Division and Finance Division of the Ministry of Finance; the Ministry of Water Resources; and the Ministry of Environment and Forests. The Project Steering Committee shall meet twice annually, and on an *ad hoc* basis as and when necessary, to review the progress of Project implementation.
7. *Project Management Office (the "PMO").* The overall responsibility for the management, implementation and monitoring of the Project shall be assumed by the PMO, which shall be established under the authority of the Chief Engineer at the LGED headquarters in Dhaka. The PMO shall operate under the leadership a Project Director and assisted by two Deputy Project Directors at LGED headquarters. The PMO will be supported by consultants with expertise in engineering design and supervision, climate resilience, economics and finance, social and gender development, participatory approaches, environmental and climate assessment, monitoring and evaluation, and local governance. Specifically, the PMO shall perform *inter alia* the following functions:
- i) *Start Up:* a) Recruit and mobilize staff members as per plan of the Project; b) train all relevant PMO staff members; c) recruit a technical assistance (the "TA") team; d) procure goods and services; e) conduct start-up workshops; f) install a computerized, multilingual accounting and financial management system; and g) install a full management system.
 - ii) *Studies:* a) Conduct baseline studies; b) conduct Results and Impact Management System studies (baseline, mid-term and completion); and c) conduct an environmental study and receive environmental clearance from the Department of Environment of the Ministry of Environment and Forests.
 - iii) *Planning:* Prepare consolidated Annual Work Plans and Budgets (the "AWPBs") for the Project to be approved by the Fund, ADB, and KfW.
 - iv) *Implementation:* a) Develop village markets and union/village roads as selected by the Fund and the LGED; b) prepare a road maintenance plan; c) prepare master plans for each market and prepare/customize engineering design for each market by following typical designs; d) customize design for union/village roads duly selected; e) select Upazila road subprojects and growth centres and large markets, and complete analysis and design; f) authorise tendering of all construction works; and g) perform all activities related to LCS, MMCs, staff development.
 - v) *Supervision:* a) District Executive Engineers (the "XENs") and Upazila Engineers shall supervise progress and quality of work done by the LCS groups and contractors; b) professional staff members from RPOs shall perform additional supervisions of construction works; c) engineers from the TA team shall perform additional monitoring of construction works.
 - vi) *Financial payment:* Payments against goods and services to be procured by the XENs shall be made by the PMO through the XENs after recommendation from the Regional Project Offices and Upazila Engineers.

vii) *Financial management*: The PMO shall submit consolidated annual financial statements to the Fund, ADB and KfW. Such consolidated statements shall be audited by Foreign Aided Project Audit Directorate (FAPAD). In addition to the annual external audit, an internal audit of the Project at the PMO level shall be executed by the internal auditor of LGED for Project Year one, as well as in the following years based on mutual agreement between the Borrower/Recipient and the Fund.

viii) *Progress report*: The PMO shall prepare all reports including financial reports for all activities. It shall prepare quarterly reports and annual reports to be presented to the Fund, ADB and KfW.

ix) *Coordination*: The PMO shall be responsible for coordination with the Fund, ADB, KfW, Local Government Division of MLGRD&C, the Economic Relations Division (the "ERD") of the Ministry of Finance and other stakeholders of the Project.

8. *Regional Project Offices (the "RPOs")*. There shall be three (3) RPOs located in Khulna, Madaripur, and Barisal district headquarters, which shall be responsible for progress supervision, monitoring of LCS works and other works of the Project, quality control, impact monitoring and for maintaining close links with stakeholders.

9. *Key Project Personnel*. Professional staff of the PMO and RPOs shall be contracted, under procedures acceptable to the Fund, on an open, transparent and competitive basis and have qualifications and experience commensurate with their duties. The recruitment and removal of the Project Director or other key professional staff shall be subject to the concurrence between the Fund and the Borrower/Recipient.

10. The construction of roads under Component 1 except for the block roads shall be awarded to professional contractors. LGED district XENs and Upazila Engineers would be responsible for managing these contracts. The LGED district offices, headed by executive engineers, will be responsible for implementing subprojects of the Project under the guidance of the PMO. The Project shall coordinate with Bangladesh Water Development Board for development interventions.

11. *Monitoring and Evaluation*. The PMO shall have a Monitoring Specialist and an assistant to i) organize the baseline survey by a consulting firm, ii) organize three Results and Impact Management System (the "RIMS") Studies – at start-up, mid-term and completion of the Project, iii) conduct studies on impacts of markets development, LCS, construction of roads, and other Project impact, iv) prepare case studies, and v) conduct mid-term and completion Project impact studies. The team will carry out daily monitoring of progress and quality of i) LCS activities and training, and ii) MMC activities and training. The quality/supervision engineers of the TA team will perform additional monitoring of construction works. The PMO will prepare reports to be shared with the Fund, ADB and KfW.

12. *Learning and Knowledge Management*. Lessons and knowledge produced during the implementation of the Project shall be shared with the Fund, ADB, KfW, the Government of People's Republic of Bangladesh and other national and international stakeholders by widely distributing, publishing them on internet and organizing seminars and workshops. The Fund's knowledge management network shall be utilized for such a purpose.

13. *Rural Community Radio Initiative.* The Project will support the Rural Community Radio Initiative in the Project Area to enhance the dissemination of important information for farmers and small producers such as information on related projects, market days, commodity prices, weather forecast and messages for extension of crop, fish and livestock production. This activity will be funded with resources from the Grant.
14. *Supervision and evaluation.* The Fund, ADB and KfW shall carry out joint supervisions. Besides the Fund/ADB/KfW annual supervision mission, an independent mid-term and final evaluation shall be conducted.
15. *Procurement.* Procurement of goods, works and services financed from resources provided and/or administered by the Fund shall be undertaken in accordance with the Fund's Procurement Guidelines and Handbook (September 2010, as amended from time to time). In all cases whereby procurement is packaged along with goods, works and services financed by the ADB, the ADB's Procurement Guidelines (2010, as amended from time to time) and Guidelines on the Use of Consultants (2010, as amended from time to time) shall apply. Without prejudice to the aforementioned rules, procurement of goods, works and services through national competitive bidding shall follow the Public Procurement Act of 2006 and Public Procurement Rules of 2008 of the Borrower/Recipient.
16. *Project Administration Manual.* The PMO shall prepare the Project Administration Manual (the "PAM"), and shall forward it to the Fund for comments and approval. The PAM shall provide detailed implementing rules of the Project in accordance with this Agreement.

Schedule 2

Allocation Table

1. *Allocation of the Loan and Grant Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the Grant and the allocation of the amounts of the Loan and the Grant to each Category and the percentages of expenditures for items to be financed thereby in each Category:

Category	Loan Amount (in SDR)	Grant Amount (in SDR)	Percentage of Eligible Expenditures to be financed (net of taxes)
I. Civil Works	22 300 000		100%
II. Vehicles and Equipment	400 000		100%
III. Consulting Services	600 000		100%
IV. Studies, Training and Workshops	200 000	600 000	100%
Unallocated	2 600 000	60 000	
TOTAL	26 100 000	660 000	

(b) The terms used in the Table above are defined as follows:

"Civil Works" includes *inter alia* eligible expenditures incurred for repair of or newly constructed union and village roads; associated minor bridges and culverts; repair of or newly constructed bridges; construction of boat landing stations; and markets.

"Vehicles and Equipment" includes *inter alia* eligible expenditures incurred for machines and instruments for construction; vehicles including related operation and maintenance; and office equipment and furniture.

"Studies, Training and Workshops" includes *inter alia* eligible expenditures incurred on studies, surveys; training; tours; capacity building support for staff and beneficiaries; materials for training; the Rural Community Radio Initiatives.

"Unallocated" includes the amount of the Loan and Grant which is not allocated to any specific Category of eligible expenditures, but is available for future reallocation to the Categories above.

2. Notwithstanding the provisions of Section 4.08(a)(ii) of the General Conditions, procurement of a multilingual, double entry accounting system software, software and accounting training and system maintenance in the amount of approximately four thousand Special Drawing Rights (SDR 4 000) shall be eligible expenditure for the purpose of this Agreement and retroactively financed under Category IV above with proceeds of the Loan.