

Government of the People's Republic of Bangladesh

Ministry of Finance
Economic Relations Division
ADB-4 Branch

Sher-e-Bangla Nagar, Dhaka-1207
www.erd.gov.bd, Fax No. 9180788.



Memo No. 09.00.0000.124.24.017-388

Date: 22/08/2017

**Sub: Amendment to Loan Agreement for 'Irrigation Management Improvement Project'
(Loan No. 3135-BAN)**

Ref: ADB's letter of 29 June 2017

Dear Mr. Higuchi,

With reference to the above subject, I am directed to inform that the Government of Bangladesh has no objection to the amendment proposed by ADB for the Loan Agreement of 'Irrigation Management Improvement Project' (Loan No. 3135-BAN). A Copy of the concerned letter (Amendment document) duly signed by the Secretary, Economic Relations Division is attached herewith for necessary action at your end.

With best regards,

Enclosed: As stated.

Yours sincerely,

(Md. Waliullah Mia)
Deputy Secretary
Phone: 9135725

Email: ds-adb4@erd.gov.bd

✓
Mr. Kazuhiko Higuchi
Country Director
Asian Development Bank
Bangladesh Resident Mission
Sher-e-Bangla Nagar, Dhaka.

Copy for kind information:

01. Senior Secretary, Ministry of Water Resources, Bangladesh Secretariat, Dhaka.
02. Additional Secretary (FABA & ICT), Economic Relations Division, Sher-e-Bangla Nagar, Dhaka.
03. Director General, Bangladesh Water Development Board (BWDB), WAPDA Babhan, Motijheel, Dhaka.
04. Project Director, Irrigation Management Improvement Project-(Loan No. 3135), 23/1, Hasan Court (8th Floor), Motijheel C/A, Dhaka-1000.



29 June 2017

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

Dear Mr. Secretary:

Subject: **Loan No. 3135- BAN: Irrigation Management Improvement Project
— Amendment to Loan Agreement**

1. We refer to the Loan Agreement dated 14 August 2014 between People's Republic of Bangladesh ("Borrower") and Asian Development Bank ("ADB") for the captioned project ("Loan Agreement"). All capitalized terms used but not defined herein shall have the meaning given thereto in the Loan Agreement, unless the context requires otherwise.

2. Following discussions with the Borrower, ADB approved, on 13 June 2017, changes in the Project concerning the Project completion date and the Condition for Withdrawals from the Loan Account. To give effect to the changes, ADB proposes that the Loan Agreement be amended as follows:

a. Schedule 1, para. 4 of the Loan Agreement shall be revised to read as follows:

The Project is expected to be completed by 30 June 2020.

b. Schedule 3, para. 7 of the Loan Agreement shall be revised to read as follows:

Notwithstanding any other provision of this Loan Agreement, no withdrawals shall be made from the Loan Account for Category 1A until BWDB and REB have entered into a memorandum of understanding, acceptable to ADB, providing that:

(a) The REB and relevant Palli Bidyut Samiti (PBS) will (i) assist BWDB with the preparation of the design specifications, approvals, bidding documents, the evaluation of bids, and contract management and supervision for the relevant Works; and (ii) the ownership of the relevant Works shall be transferred by the BWDB to the relevant REB immediately after completion of work or segment of work connected with irrigation water meter; and

ASIAN DEVELOPMENT BANK

BANGLADESH RESIDENT MISSION

Plot No. E-31, Sher-e-Bangla Nagar

Dhaka - 1207, Bangladesh

Tel +880 2 5566 7000, +880 2 5815 6000-17, +880 2 5815 6020-30

Fax +880 2 911 7925, +880 2 911 7926

www.adb.org/bangladesh

(b) REB and the relevant PBS will ensure round-the-clock (24/7) reliable and adequate supply of power in the MIP area to support the peak electricity demands for crop irrigation during the Boro season.


3. Save and except to the extent set out above, the Loan Agreement remains unchanged.
4. Pursuant to ADB's Public Communications Policy on disclosure and exchange of information, the amendments to the Loan Agreement will be posted on ADB's website within 2 weeks from the date that the amendments become effective, after removing any information that falls within the PCP exceptions as specified by the Borrower.
5. Please indicate the Borrower's concurrence to the amendments set out in paragraph 2 of this letter agreement and to the terms of this letter agreement by countersigning each of the two originals of this letter agreement in the space indicated below. Please retain one signed original of this letter agreement for your records and return the other to ADB. The proposed amendments shall take effect on the date of receipt by ADB of a signed original of this letter agreement.

Yours sincerely,


Kazuhiko Higuchi
Country Director

- A. Accepted and agreed.
- B. Confirmed that the amendments to the Loan Agreement do not contain information falling within the PCP exceptions.

For and on behalf of
People's Republic of Bangladesh


Name: _____
Designation: **Kazi Shofiqul Azam**
Secretary
Economic Relations Division
Ministry of Finance
Govt. of the People's Republic of Bangladesh
Date: 21/08/2017

cc: Chief, ADB Wing, Economic Relations Division
Director General, Bangladesh Water Development Board
Project Director, Irrigation Management Improvement Project