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GRANT NUMBER 0562-PAK(EF)

GRANT AGREEMENT  
(Externally Financed)

(Enhancing Public-Private Partnerships in Punjab Project)

between

ISLAMIC REPUBLIC OF PAKISTAN

and

ASIAN DEVELOPMENT BANK

DATED 13<sup>th</sup> April 2018

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PAK 49128

**GRANT AGREEMENT  
(Externally Financed)**

GRANT AGREEMENT dated 13<sup>th</sup> April 2018 between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by a loan agreement of even date herewith between the Recipient and ADB ("ADB Loan Agreement"), ADB has agreed to make a loan ("ADB Loan") to the Recipient from ADB's ordinary capital resources in the amount of one hundred million Dollars (\$100,000,000) for the purposes of the Project described in Schedule 1 to the ADB Loan Agreement;

(B) the Recipient has applied to the United Kingdom of Great Britain and Northern Ireland ("UK") for a grant, to be administered by ADB, for the purposes of cofinancing expenditures under the Project;

(C) by memorandum of understanding effective 25 June 2015 between ADB and the UK acting through the Department for International Development ("Cofinancing Agreement"), the UK has agreed to provide, and ADB has agreed to administer, the grant provided for herein upon the terms and conditions set out in the Cofinancing Agreement;

(D) the Project will be carried out by the Recipient's Province of Punjab ("Punjab"), acting through the Planning and Development Department of the Government of Punjab ("P&DD"), and for this purpose the Recipient will make available to Punjab the proceeds of the grant provided for herein upon terms and conditions satisfactory to ADB; and

(E) ADB has agreed to make the proceeds of the grant from the UK available to the Recipient upon the terms and conditions set forth herein and in the Project Agreement of even date herewith between ADB and Punjab;

NOW THEREFORE the parties agree as follows:

**ARTICLE I**

**Grant Regulations; Definitions**

Section 1.01. All provisions of ADB's Externally Financed Grant Regulations, dated 1 January 2017 ("Grant Regulations"), are hereby made applicable to this Grant Agreement with the same force and effect as if they were fully set forth herein.

Section 1.02. Wherever used in this Grant Agreement, the several terms defined in the Grant Regulations and the ADB Loan Agreement have the respective meanings therein set forth unless modified herein or the context otherwise requires.

## ARTICLE II

### The Grant

Section 2.01. (a) ADB agrees to make available to the Recipient a grant from the UK in the amount of nineteen million six hundred sixteen thousand twenty-five Dollars (\$19,616,025), as such amount may be adjusted from time to time in accordance with subsection (b) hereinafter.

(b) The amount of the Grant shall be adjusted from time to time to account for currency fluctuations, such that the amount of the Grant, denominated in Dollars, shall be equivalent to fifteen million two hundred seventy-one thousand three hundred thirty-one British Pounds (£15,271,331) at the time that ADB converted the resources made available to ADB by the UK for the purposes of the Grant. For the avoidance of doubt, any reduction in the Dollar amount of the Grant resulting from a loss in value of the British Pound against the Dollar shall be at the risk of the Recipient and the Recipient shall be solely responsible for providing any additional funds to complete the Project.

## ARTICLE III

### Use of Proceeds of the Grant

Section 3.01. The Recipient shall make the proceeds of the Grant available to Punjab upon terms and conditions satisfactory to ADB and shall cause Punjab to apply such proceeds to the financing of expenditures on the Project in accordance with the provisions of the ADB Loan Agreement, this Grant Agreement and the Project Agreement.

Section 3.02. The proceeds of the Grant shall be allocated and withdrawn in accordance with the provisions of the Schedule to this Grant Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and ADB.

Section 3.03. Except as ADB may otherwise agree, the Recipient shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Grant in accordance with the provisions of Schedule 4 to the ADB Loan Agreement.

Section 3.04. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 30 June 2023 or such other date as may from time to time be agreed between the Recipient and ADB.

## ARTICLE IV

### Particular Covenants

Section 4.01. In the carrying out of the Project the Recipient shall perform, or cause to be performed, all obligations set forth in Schedule 5 to the ADB Loan Agreement.

Section 4.02. The Recipient shall enable ADB's representatives to inspect any relevant records and documents related to the Project.

Section 4.03. The Recipient acknowledges and agrees that this Grant Agreement is entered into by ADB, not in its individual capacity, but as grant administrator for the UK. Accordingly, the Recipient agrees that (a) it may only withdraw Grant proceeds to the extent that ADB has received proceeds for the Grant from the UK, and (b) that ADB does not assume any obligations or responsibilities of the UK in respect of the Project or the Grant other than those set out in this Grant Agreement.

## ARTICLE V

### Suspension and Cancellation

Section 5.01. The following are specified as additional events for suspension of the right of the Recipient to make withdrawals from the Grant Account for the purposes of Section 8.01(k) of the Grant Regulations or cancellation of the Grant pursuant to Section 8.02 of the Grant Regulations:

- (a) the Recipient shall have failed to perform any of its obligations under the ADB Loan Agreement;
- (b) the ADB Loan shall have become liable for suspension or cancellation or shall have become repayable prior to its agreed maturity date; and
- (c) the Cofinancing Agreement shall have been suspended or cancelled.

## ARTICLE VI

### Effectiveness

Section 6.01. The following is specified as an additional condition to the effectiveness of this Grant Agreement for the purposes of Section 9.01(e) of the Grant Regulations: the ADB Loan Agreement shall have been duly executed and delivered and all

conditions to its effectiveness (other than effectiveness of this Grant Agreement) shall have been fulfilled.

Section 6.02. The following is specified as an additional matter, for the purposes of Section 9.02(c) of the Grant Regulations, to be included in the opinion or opinions to be furnished to ADB: the ADB Loan Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Recipient, and is legally valid and binding upon the Recipient in accordance with its terms, subject only to the effectiveness of this Grant Agreement.

Section 6.03. A date 90 days after the date of this Grant Agreement is specified for the effectiveness of this Grant Agreement for the purposes of Section 9.04 of the Grant Regulations.

## **ARTICLE VII**

### **Delegation of Authority**

Section 7.01. The Recipient hereby designates Punjab, through P&DD, as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 3.02 and 3.03 of this Grant Agreement and under Sections 5.01, 5.02, 5.03 and 5.04 of the Grant Regulations.

Section 7.02. Any action taken or any agreement entered into by Punjab, through P&DD, pursuant to the authority conferred under Section 7.01 of this Grant Agreement shall be fully binding on the Recipient and shall have the same force and effect as if taken by the Recipient.

Section 7.03. The authority conferred on Punjab, through P&DD, under Section 7.01 of this Grant Agreement may be revoked or modified by agreement between the Recipient and ADB.

## **ARTICLE VIII**

### **Miscellaneous**

Section 8.01. The Secretary, Economic Affairs Division, Ministry of Finance, Revenue and Economic Affairs of the Recipient is designated as representative of the Recipient for the purposes of Section 11.02 of the Grant Regulations.

Section 8.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

For the Recipient

The Secretary  
Economic Affairs Division  
Ministry of Finance, Revenue and Economic Affairs  
Government of Pakistan  
Islamabad, Pakistan

Facsimile Number:

(92 51) 910-4016.

For ADB

Asian Development Bank  
6 ADB Avenue  
Mandaluyong City  
1550 Metro Manila  
Philippines

Facsimile Numbers:

(632) 636-2444  
(632) 636-2424.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Grant Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

ISLAMIC REPUBLIC OF PAKISTAN

By   
\_\_\_\_\_  
SYED GHAZANFAR ABBAS JILANI  
Secretary  
Economic Affairs Division

ASIAN DEVELOPMENT BANK

By   
\_\_\_\_\_  
XIAOHONG YANG  
Country Director  
Pakistan Resident Mission

**SCHEDULE****Allocation and Withdrawal of Grant Proceeds**General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Grant and the allocation of the Grant proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category of the Table.)

Basis for Withdrawal from the Grant Account

2. Except as ADB may otherwise agree, the proceeds of the Grant shall be allocated to items of expenditure, and disbursed on the basis of the withdrawal percentage for each item of expenditure, as set forth in the Table.

Reallocation

3. Notwithstanding the allocation of Grant proceeds and the withdrawal percentages set forth in the Table,

- (a) if the amount of the Grant allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, by notice to the Recipient, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Grant which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and
- (b) if the amount of the Grant allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, by notice to the Recipient, reallocate such excess amount to any other Category.

Disbursement Procedures

4. Except as ADB may otherwise agree, the Grant proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Conditions for Withdrawals from Grant Account

5. Notwithstanding any other provision of this Grant Agreement, no withdrawals shall be made from the Grant Account for the Viability Gap Fund expense item until:

- (a) VGF Guidelines, in form and substance acceptable to ADB and Punjab, shall have been formally adopted and notified by Punjab and incorporated into the standard operating procedures of the RMU;



- (b) the RMU shall have adequate staffing for VGF monitoring;
- (c) Punjab shall have established the ESMS and there shall be adequate staffing for implementation and monitoring of the ESMS for PPP Projects; and
- (d) dedicated VGF and PDF accounts shall have been established in a manner acceptable to ADB (ringfenced from others accounts used by Punjab in relation to its infrastructure-related expenditures).

TABLE

ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS			
Number	Item	Total Amount Allocated for UK Financing (\$)  Category	Basis for Withdrawal from the Grant Account
1	Project Development Facility	8,437,411	100% of total expenditure claimed*
2	Viability Gap Fund**	8,236,210	4.1% of total expenditure claimed*
3	Unallocated***	2,942,404	
	Total	19,616,025	

\* Exclusive of taxes and duties imposed in the territory of the Recipient.

\*\* Subject to the condition for withdrawal described in paragraph 5 of the Schedule.

\*\*\* This amount also serves as a reserve for currency fluctuations and bank charges.