# OFFICIAL DOCUMENTS

**CREDIT NUMBER 5553-BD** 

# **Financing Agreement**

(Income Support Program for the Poorest Project)

between

**PEOPLE'S REPUBLIC OF BANGLADESH** 

and

#### INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **CREDIT NUMBER 5553-BD**

#### FINANCING AGREEMENT

AGREEMENT dated FEBRUARY  $\mathcal{D}$ , 2015, entered into between the 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 two hundred and two million four hundred thousand Special Drawing Rights (SDR 202,400,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 May 15 and November 15 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 Local Government Division of its Ministry of Local Government, Rural Development and Cooperatives in accordance with the provisions of Article IV of the General Conditions.
- 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 — 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 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 Sher-E-Bangla Nagar Dhaka, Bangladesh

Facsimile:

880-2-918-0671 880-2-918-0788

5.03. The Association's Address is:

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

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: MOHAMMAD MEJBAHUDDIN

Title: <u>SENIOR SECRETARY</u> ECONOMIC RELATIONS DIVISION

# INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name:

Name: Johennep ZUTT Title: Guntry Director

# **SCHEDULE 1**

# **Project Description**

The objective of the Project is to provide income support to the poorest mothers in selected Upazilas, while (a) increasing the mothers' use of child nutrition and cognitive development services, and (b) enhancing local level government capacity to deliver safety nets.

The Project consists of the following parts:

# Part 1: Cash Transfers for Beneficiary Mothers

Provision of Cash Transfers to Beneficiaries.

# Part 2: Enhancing Local Level Government Capacity

Provision of support to LGD and Participating Upazilas to facilitate the implementation of Cash Transfers, including through:

- (a) strengthening the capacity of: (i) Union Parishads to develop Beneficiary lists and supervise Beneficiary enrolment; (ii) community clinics to deliver antenatal care, child nutrition and cognitive development, and growth monitoring and promotion services; and (iii) Union post offices to make electronic payments of Cash Transfers to Beneficiaries using postal cash cards, including the establishment of an electronic payments system; and
- (b) provision of other support required for the implementation of Cash Transfers, including: (i) development of an Operations Manual; (ii) establishment of a common social safety net beneficiary registry, a biometric enabled beneficiary enrolment system, and a grievance redressal mechanism; (iii) training of staff in the implementation of Cash Transfers and management of beneficiary compliance; (iv) provision of operational support to the Project Management Unit; (v) transportation; (vi) hardware support for a platform for the payment of Cash Transfers to Beneficiaries and for community clinics; and (vii) retention of the services of firms and non governmental organizations to provide support for the implementation of the Project.

#### **Part 3: Monitoring and Evaluation**

Provision of support for Project monitoring and evaluation, including through:

(a) the development of an automated MIS for the management of data on Beneficiaries; and

(b) support for third party monitoring and evaluation including: (i) evaluations of Project cycle processes; and (ii) knowledge, attitude, and practice assessments to track Project outcomes.

#### **SCHEDULE 2**

#### **Project Execution**

#### Section I. <u>Institutional and Implementation Arrangements</u>

# A. Institutional Arrangements

- 1. During Project implementation, the Recipient shall ensure that:
  - (a) a Project Steering Committee, with terms of reference and resources acceptable to the Association, chaired by the secretary of LGD, and including representatives from Partner Ministries, shall provide oversight to ensure that Project activities are well coordinated across Partner Ministries, including: (a) providing policy advice and operational guidance, particularly with respect to strengthening local level safety net administration; (b) reviewing financial and physical progress;
    (c) resolving implementation problems and addressing grievances;
    (d) overseeing integration of results and findings from activities into operational policies; and (e) providing any other guidance as may be required for effective Project implementation;
  - (b) a Project Implementation Committee, with terms of reference and resources acceptable to the Association, headed by a Project director whose level of seniority is at least that of joint secretary, and including representatives from Partner Ministries, shall assist in the supervision of the Project at all levels, including: (a) supervising Project implementation;
    (b) providing advice for timely implementation of scheduled activities;
    (c) monitoring and evaluating implementation progress and proposing course corrections as necessary; (d) reviewing the performance of Project personnel and the quality of deliverables; (e) resolving issues and conflicts that may emerge during Project implementation; (f) facilitating coordination and convergence with relevant line ministries, divisions, departments, and agencies; and (g) keeping the Project Steering Committee apprised on overall performance and other key issues relating to the Project;
  - (c) a Project Management Unit within LGD, with terms of reference and resources acceptable to the Association, and supported by qualified and experienced staff in adequate numbers, including the Project director whose level of seniority is at least that of a joint secretary, and a deputy Project director, shall be responsible for timely and efficient Project implementation;

- (d) a Project Audit Committee, with terms of reference and resources acceptable to the Association, chaired by the joint secretary (audit) of LGD or its representative, and including as members the deputy secretary (audit)/senior assistant secretary (audit), the Project director, and a financial management specialist from the Project Management Unit, shall be responsible for ensuring that the observations and recommendations from internal and external audits are reviewed and adequately addressed;
- (e) at the District level, a District Coordination Committee within each Participating District, with terms of reference and resources acceptable to the Association, and headed by the respective deputy commissioner, shall support Project implementation and supervision at the District level;
- (f) at the Upazila level,
  - (i) an Upazila Coordination Committee within each Participating Upazila, with terms of reference and resources acceptable to the Association, and headed by the respective Upazila Nirbahi Officer, shall support Project implementation and supervision at the Upazila level; and
  - (ii) a safety net program supervisor within each Participating Upazila, with qualifications and experience and under terms of reference acceptable to the Association, shall be responsible for assisting the relevant Upazila Nirbahi Officer with the coordination of Project activities within such Participating Upazila and liaison with relevant government agencies for the implementation of the Project.
- (g) at the Union level, a Safety Net Cell within each Participating Union, with terms of reference and resources acceptable to the Association, staffed by a safety net program assistant, with qualifications and experience and under terms of reference acceptable to the Association, shall, through the safety net program assistant, be responsible for coordinating the implementation of the Project at the Union level, including providing information to potential Beneficiaries, Beneficiary enrolment, compiling and managing Beneficiary lists, compliance monitoring, payments, grievance redress, and liaison with relevant local level officials.

# **B.** Implementation Arrangements

1. The Recipient shall:

- (a) adopt, by no later than three (3) months after the Effective Date an Operations Manual, in form and substance satisfactory to the Association. which shall set forth, inter alia, (i) the modalities for Cash Transfers, including Beneficiary selection, enrolment, computation of benefit amount based on the beneficiary type and participation in the Cash Transfers program; establishment of a Beneficiary registry and biometric enrolment system; Beneficiary co-responsibilities, and the related compliance verification, including through the Management Information System; exceptions to program rules; and grievance redress mechanisms; and (ii) detailed arrangements and procedures for institutional coordination and day-to-day execution of the Project, including Project budgeting, disbursement, financial management, procurement, social management, monitoring, evaluation, reporting and communication, and such other administrative, financial, technical, and organizational arrangements as shall be required for the Project;
- (b) implement the Project in accordance with the provisions of the Operations Manual and in a manner satisfactory to the Association; and
- (c) not amend, revise, waive or allow to be amended, revised, or waived, the provisions of the Operations Manual or any part thereof without the prior written approval of the Association. In the event of any conflict between the provisions of the Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 2. By no later than six (6) months after the Effective Date, the Recipient shall recruit one (1) procurement specialist and two (2) financial management specialists, with qualifications and experience and under terms of reference acceptable to the Association, to the Project Management Unit.

# C. Memorandum of Understanding and Service Agreements

- 1. By no later than three (3) months after the Effective Date, the Recipient shall cause LGD to enter into:
  - (a) a Memorandum of Understanding, on terms and conditions acceptable to the Association, with the Bangladesh Bureau of Statistics, *inter alia*, setting out arrangements for the provision of access to lists of poor households in the Project locations based on the data from the Bangladesh Poverty Database; and
  - (b) a Service Agreement in each case on terms and conditions acceptable to the Association, with each of:

- the Directorate General of Health Services, *inter alia*, setting out arrangements for: (A) the sharing, management and protection of Beneficiary data between LGD and the Directorate General of Health Services, including data relating to Beneficiary registration, enrollment, case records, compliance monitoring, grievance redress; (B) the use of community clinics for the provision of, *inter alia*, antenatal care, growth monitoring and promotion, and child nutrition and cognitive development services to Beneficiaries; and
- (ii) the Postal Directorate setting out: the modalities for electronic Cash Transfer payments to be made to Beneficiaries; and acceptable Cash Transfer Fees.
- (c) The Recipient shall thereafter:
  - (i) ensure that the Project is implemented in accordance with the Memorandum of Understanding and the Service Agreements; and
  - (ii) not amend, revise, waive or allow to be amended, revised, or waived, the provisions of any of the Memorandum of Understanding and Service Agreements, or any part thereof without the prior written approval of the Association.
- (d) In the event of any conflict between the provisions of any of the Memorandum of Understanding and Service Agreements, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

# D. Cash Transfers

- 1. The Recipient shall ensure that:
  - (a) the selection and enrolment of Beneficiaries and the provision of Cash Transfers are conducted in accordance with the provisions of this Agreement, the Operations Manual, and in a manner satisfactory to the Association; and
  - (b) without limitation upon the provisions of paragraph (a) above, ensure that no Beneficiary shall be eligible to receive a Cash Transfer unless the Recipient shall have documented that the following requirements, and such further requirements as may be elaborated in the Operations Manual, have been satisfied:
    - (i) the Beneficiary has been selected on the basis of a targeting system that targets: (A) households falling within the bottom two

(2) expenditure quintiles as identified by the Bangladesh Poverty Database, and (B) households that include pregnant women and/or mothers of children below the age of sixty (60) months; and

(ii) the provision of Cash Transfers is contingent on the Beneficiary's compliance with co-responsibilities relating to the utilization of antenatal care, child nutrition and cognitive development, and growth monitoring and promotion services, in accordance with the requirements of the Operations Manual.

# E. Safeguards

- 1. The Recipient shall, and shall cause LGD to, carry out the project in accordance with the Small Ethnic Communities Plan.
- 2. The Recipient shall not amend, suspend, or waive the Small Ethnic Communities Plan, or any provision thereof, 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 Plan.
- 3. Without limitation on its other reporting obligations under this Agreement, the Recipient shall collect, compile, and submit to the Association on an annual basis (or such other frequency as may be agreed with the Association) reports on the status of compliance with the Small Ethnic Communities Plan, giving details of: (a) measures taken in furtherance of the said Plan; (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.
- 4. In the event of any conflict between the provisions of the Small Ethnic Communities Plan and the provisions of this Agreement, the provisions of this Agreement shall prevail.

#### F. Anti-Corruption

- 1. Notwithstanding the application of the Recipient's anti-corruption laws, 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:
  - (a) implement the Governance and Accountability Action Plan in accordance with its terms; and

(b) without limitation on its other reporting obligations under this Agreement, furnish to the Association, as part of the Project Reports, reports on the status of implementation of the Governance and Accountability Action Plan.

# Section II. <u>Project Monitoring, Reporting and Evaluation</u>

# A. **Project Reports**

1. The Recipient 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 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 shall prepare and furnish to the Association, as part of the Project Reports, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall have its 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. <u>Procurement</u>

#### 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 and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. Other Methods of Procurement of Goods and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods 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; and (c) Direct Contracting.
- 3. The following provisions apply for the contracting of goods 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 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.

# Section IV. <u>Withdrawal of the Proceeds of the Financing</u>

#### 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Cash Transfers under Part 1 of the Project	180,100,000	100%
<ul> <li>(2) Goods, non-consulting services, consultants' services,</li> <li>Cash Transfer Fees, Training, and</li> <li>Operating Costs under Parts 2 and</li> <li>3 of the Project</li> </ul>	22,300,000	100%
TOTAL AMOUNT	202,400,000	

# B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed six hundred and seventy thousand Special Drawing Rights (SDR 670,000) may be made for payments made prior to this date but on or after July, 1 2014 for Eligible Expenditures under Category (2); or
  - (b) under Category (1) for Cash Transfers unless and until the Recipient has adopted the Operations Manual referred to in Section I.B.1 of Schedule 2 to this Agreement, in form and substance satisfactory to the Association.
- 2. The Closing Date is June 30, 2020.

# **SCHEDULE 3**

# **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15, commencing May 15, 2021 to and including November 15, 2052.	1.5625%

\* 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. "Anti-Corruption Guidelines" means 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.
- 2. "Bangladesh Bureau of Statistics" and the acronym "BBS" mean the Bangladesh Bureau of Statistics of the Statistics and Informatics Division, under the Ministry of Planning; or any successor thereto.
- 3. "Bangladesh Poverty Database" means the database managed by the Bangladesh Bureau of Statistics for the purpose of improving the targeting of the poor in the Recipient's safety net programs.
- 4. "Beneficiary" means a household that has been declared eligible and enrolled as a beneficiary to receive Cash Transfers under the Project, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement, and the requirements of the Operations Manual; and "Beneficiaries" means two or more of such beneficiaries.
- 5. "Cash Transfer" means a cash payment made to a Beneficiary under Part 1 of the Project, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement, and the requirements of the Operations Manual; and "Cash Transfers" means two or more of such cash payments.
- 6. "Cash Transfer Fees" means any commercial fee paid by LGD to the Postal Directorate for making electronic Cash Transfer payments to Beneficiaries, in accordance with the provisions of the Service Agreement to be entered into between LGD and the Postal Directorate and referred to in Section I.C.1 (b).(ii) of Schedule 2 to this Agreement.
- 7. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 8. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
- 9. "Directorate General of Health Services" means the Directorate General of Health Services, under the MoHFW; or any successor thereto.

- 10. "District" means the second highest administrative unit in the territory of the Recipient.
- 11. "District Coordination Committee" means the committee referred to in Section I.A.1 (e) of Schedule 2 to this Agreement.
- 12. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
- 13. "Governance and Accountability Action Plan" means the plan prepared by the Recipient and endorsed by the Association, dated October 30, 2014, 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 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.
- 14. "Local Government Division" and the acronym "LGD" mean the Recipient's Local Government Division within its Ministry of Local Government, Rural Development and Cooperatives, responsible for strengthening local government systems and institutions and implementing activities for social, economic and infrastructure development; or any successor thereto.
- 15. "Ministry of Health and Family Welfare" and the acronym "MoHFW" mean the Recipient's Ministry of Health and Family Welfare; or any successor thereto.
- 16. "Ministry of Local Government, Rural Development and Cooperatives" means the Recipient's Ministry of Local Government, Rural Development and Cooperatives; or any successor thereto.
- 17. "Ministry of Planning" means the Recipient's the Ministry of Planning; or any successor thereto.
- 18. "Ministry of Posts, Telecommunications and Information Technology" and the acronym "MoPTIT" mean the Recipient's Ministry of Posts, Telecommunications and Information Technology; or any successor thereto.
- 19. "Memorandum of Understanding" means a memorandum of understanding to be entered into by LGD in accordance with the provisions of Section I.C.1 (a) of Schedule 2 to this Agreement.
- 20. "MIS" means management information system.
- 21. "Operating Costs" means the reasonable costs incurred on account of the implementation of the Project (which expenditures would not have been incurred absent the Project) including: consumable materials and supplies (including office

supplies), office equipment, communications, translation services, mass media and printing services, office and vehicle rental, operation and maintenance, fuel costs, charges for the opening and operation of bank accounts required for the Project, postage and handling, travel, lodging and per diems for the Project staff and officials on field visit; subscriptions to e-publishers, bandwidth cost including commodity internet, and salaries of contracted non-core Project staff of the Recipient, allowances (up to thirty percent (30%) of basic salary) of three (3) LGD officials (Project director, deputy Project director and Project focal point) assigned to the Project as agreed with the Association; but excluding salaries and honorariums of officials of the Recipient's civil service.

- 22. "Operations Manual" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual and any annexes or schedules to such manual, may be revised from time to time with the prior written approval of the Association.
- 23. "Participating District" means a District that is participating in the implementation of the Project; and "Participating Districts" means two or more of such Districts.
- 24. "Participating Union" means a Union that is participating in the implementation of the Project; and "Participating Unions" means two or more of such Unions.
- 25. "Participating Upazila" means an Upazila that is participating in the implementation of the Project; and "Participating Upazilas" means two or more of such Upazilas.
- 26. "Partner Ministries" means the Statistics and Informatics Division under the Ministry of Planning, the Ministry of Health and Family Welfare, MoPTIT, and any other government ministry, division, department, or agency as may be identified by the Recipient and the Association as useful for the implementation of the Project.
- 27. "Postal Directorate" means the Postal Directorate, under the PTD; or any successor thereto.
- 28. "PTD" means the Posts and Telecommunications Division, within MoPTIT, responsible for delivering quality post and telecommunications services using modern information and communication technology facilities; or any successor thereto.
- 29. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (updated July 2014).

- 30. "Procurement Laws" means, collectively, the Recipient's Public Procurement Act 2006, the Recipient's Public Procurement Rules, 2008 (as amended in August 2009), and the Recipient's Public Procurement Act (1<sup>st</sup> Amendment) 2009.
- 31. "Procurement Plan" means the Recipient's procurement plan for the Project, dated October 30, 2014 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.
- 32. "Project Audit Committee" means the committee referred to in Section I.A.1 (d) of Schedule 2 to this Agreement or any successor thereto.
- 33. "Project Implementation Committee" means the committee referred to in Section I.A.1 (b) of Schedule 2 to this Agreement or any successor thereto.
- 34. "Project Management Unit" means the unit referred to in Section I.A.1 (c) of Schedule 2 to this Agreement.
- 35. "Project Steering Committee" means the Steering Committee referred to in Section I.A.1 (a) of Schedule 2 to this Agreement.
- 36. "Safety Net Cell" means the office of the safety net program assistant established under the Project to coordinate safety net program implementation at the Union level and referred to in Section I.A. 1 (g) of Schedule 2 to this Agreement.
- 37. "Service Agreement" means a service agreement to be entered into in accordance with the provisions of Section I.C.1 (b) of Schedule 2 to this Agreement; and "Service Agreements" means all the Service Agreements.
- 38. "Small Ethnic Communities" means, for purposes of the Project, the social groups (including tribes, minor races, ethnic sects and communities) residing or engaged in livelihood activities in specific areas (or where a concentration of ethnic people are present) under the Project from time to time; each of which possesses a distinct social and cultural identity that makes it vulnerable to being disadvantaged in the development process, including the presence in varying degrees of the following characteristics: (a) close attachment to ancestral territories and to the natural resources in these areas; (b) self-identification and identification by others as members of a distinct cultural group; (c) a language, often different from the Bangla language; (d) presence of customary social and political institutions; and (e) primarily subsistence-oriented production.
- 39. "Small Ethnic Communities Plan" means the plan dated August 26, 2014, acceptable to the Association, detailing the specific actions, measures and policies designed to address any impact of the Project on Small Ethnic Communities; 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. "Statistics and Informatics Division" means the Recipient's Statistics and Informatics Division within its Ministry of Planning, responsible for collecting, processing, analyzing and publishing statistical information; or any successor thereto.
- 41. "Training" means training, workshops and study tours conducted in the territory of the Recipient and abroad, including reasonable and necessary incremental expenditures incurred on account of organizing or attending learning and knowledge dissemination events, including, fees for educational institutions; fees and allowances for resource persons; travel, board and lodging for resource persons and trainees; logistics and materials associated with conferences, seminars, workshops, and study tours; and other training costs directly associated with the Project but excluding those provided through consulting services.
- 42. "Union" means the lowest administrative unit in a rural area, within an Upazila, in the territory of the Recipient.
- 43. "Union Parishad" means the lowest tier of elected government in the territory of the Recipient.
- 44. "Upazila" means the sub-district level administrative unit, within a District, in the territory of the Recipient.
- 45. "Upazila Nirbahi Officer" means the chief executive of an Upazila.
- 46. "Upazila Coordination Committee" means the committee referred to in Section I.A.1 (f.)(i) of Schedule 2 to this Agreement.