Dr. Arun Gupta
Breastfeeding Promotion Network of India
BP-33, Pitampura
Delhi-110034
India

Re: South Asia Food and Nutrition Security Initiative (SAFANSI)
Strengthen Infant and Young Child Feeding Capacity in South Asia Region Project
Grant Number TF013549

Dear Sir:

In response to the request for financial assistance made on behalf of the Breastfeeding Promotion Network of India (BPNI) (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“World Bank”), acting as administrator of grant funds provided under the Multi-Donor Trust Fund for the South Asia Food and Nutrition Security Initiative (SAFANSI), proposes to extend to the Recipient for the benefit of Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, and Sri Lanka (“Participating Countries” or each a “Member Country”), a grant in an amount not to exceed four hundred seventy-nine thousand two hundred fifty-five United States Dollars (U.S.$479,255) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this
Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Kees Kostermans
Acting Sector Director, SASHD

AGREED:
BREASTFEEDING PROMOTION NETWORK OF INDIA

By
Authorized Representative
Name: Dr. Arun Gupta
Title: Central Coordinator BPNI
Date: 26 Nov. 2012

Enclosures:

2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions") constitute an integral part of this Agreement.

1.02. **Definitions.** 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.

(a) "Incremental Operating Costs" means the incremental operating costs under the Project incurred by the Recipient for purposes of Project management and implementation, on account of office supplies and consumables, utilities, bank charges, communications, mass media and printing services, vehicle rental, operation, maintenance, and insurance, building and equipment maintenance, domestic travel, lodging and subsistence allowances, and salaries of contractual and temporary staff, but excluding salaries and any salary supplements of members of the Participating Countries' civil service.

(b) "Infant and Young Child Feeding" or the acronym “IYCF” mean the early initiation of breastfeeding and exclusive breastfeeding for the first six months of life, and beyond six months, timely and age-appropriate complementary feeding of children, with continued breastfeeding up to two years of age;

(c) “Participating Countries” mean collectively the Participating Countries, namely, Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, and Sri Lanka, and “Participating Country” means any of the Participating Countries;

(d) “Procurement Plan” means the Recipient's procurement plan, dated November 20, 2012 (as amended to the date of this Agreement) for the Project 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;

(e) “Project Operational Manual” or the acronym “POM” mean the operating manual developed for the implementation of the Project, satisfactory to the World Bank; and

(f) “Training and Workshops” means cost of training financed under the Project, attributable to in-country courses, seminars, and workshops, along with the cost of domestic travel and subsistence for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to training preparation and implementation.
Article II
Project Execution

2.01. *Project Objectives and Description.* The objective of the Project is to enhance the Member Countries’ government and stakeholder capacity and commitment in the South Asia Region to strengthen policies and programs for IYCF, particularly breastfeeding. The Project consists of the following parts:

**Component 1. World Breastfeeding Conference, 2012**

This component will: (i) assist organize World Breastfeeding Conference in India to bring together various sectors of the government, policy makers, funding agencies and civil society in South Asia with the aim to build consensus on the policy and strategic mechanisms needed to raise and utilize the resources to improve nutrition through IYCF by implementing the global strategy for IYCF, to discuss ways to mainstream IYCF in national agendas and bridge the gaps in policy and programs to enhance breastfeeding rates and promote complementary feeding to reduce infant mortality and malnutrition; (ii) organize workshops following the World Breastfeeding Conference, 2012 to develop national plans of action for advocacy to implement the global strategy for IYCF for South Asian countries; and (iii) organize national workshops and advocacy meetings to endorse the national plan of action for advocacy to implement the global strategy for IYCF for South Asian countries, and finalize it.

**Component 2. Building Capacity of National/State Level To Strengthen Actions To Enhance IYCF Practices**

This component will: (i) organize media events to showcase and highlight policy and program gaps, how to bridge and disseminate messages in local languages to position IYCF as an integral part of the food security agenda for the Participating Countries; (ii) build capacity and sensitize relevant partners and health personnel at national and state levels in India on identified gaps in policy and programming, as well as meeting with government and others to advocate for change; (iii) estimating cost and scaling up breastfeeding and complementary feeding through report detailing the investment needed for enhancing breastfeeding and complementary feeding through universal proven intervention; and (iv) organize 2014 South Asia regional workshop where representatives of the Participating Countries take stock of progress, draw lessons learned and to plan ahead.

2.02. *Project Execution Generally.* The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) 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”); and (c) this Article II.

2.03. *Institutional and Other Arrangements.* The Recipient shall:

(a) prepare a POM satisfactory to the World Bank, giving details of: (i) implementation arrangements; (ii) terms of reference detailing the roles and responsibilities of staff involved in the implementation of the Project; (iii) procurement procedures as set forth in paragraph 2.07 of this Annex and standard procurement documentation; (iv) reporting requirements, financial management procedures and audit procedures as set forth in paragraphs
2.05 and 2.06 of this Annex; (v) project performance monitoring indicators as set forth in paragraph 2.05 (a) of this Annex; and (vi) budget allocation;

(b) ensure that the POM is made available, at all times, until completion of the Project; and

(c) not assign, amend, abrogate, waive or permit to be amended, suspended, abrogated, repealed, or waived the POM or any provisions thereof without the prior written agreement of the World Bank; and in the event of any inconsistency between the provisions of this Agreement and those of the POM, the provisions of this Agreement shall prevail.

2.04. Donor Visibility and Visit. (a) 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.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Countries' territory for purposes related to the Project.

2.05. Project Monitoring, Reporting and Evaluation. (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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

(b) 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 months after the Closing Date.

2.06. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each six months, covering the six months, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.
2.07. **Procurement**

(a) **General.** All goods and consultants’ 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:

(i) Section I of 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 (“Procurement Guidelines”), in the case of goods; and


(b) **Definitions.** The capitalized terms used in the following paragraphs of 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) **Particular Methods of Procurement of Goods.** The following methods may be used for procurement of goods: (A) Shopping; and (B) Direct Contracting.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Selection based on Consultants’ Qualifications; (B) Selection of Individual Consultants; (C) Single-source Selection; (D) selection Based on affixed Budget; and (E) Least Coast Selection.

(e) **Review by the World Bank of Procurement Decisions.** The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) 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 Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods</td>
<td>2,000</td>
<td>100</td>
</tr>
<tr>
<td>(2) Consultants’ Services, including Audit</td>
<td>94,450</td>
<td>100</td>
</tr>
<tr>
<td>(3) Training and Workshops</td>
<td>291,755</td>
<td>100</td>
</tr>
<tr>
<td>(4) Incremental Operating Costs</td>
<td>91,050</td>
<td>100</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>479,255</strong></td>
<td></td>
</tr>
</tbody>
</table>

3.02. *Withdrawal Conditions.* Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. *Withdrawal Period.* The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is March 31, 2013.

**Article IV**

**Recipient’s Representative; Addresses**

4.01. *Recipient’s Representative.* The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is Central Coordinator.

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

Breastfeeding Promotion Network of India  
BP-33, Pitampura  
DELHI - 110034  
Facsimile:  
91-11-27343606
4.03. *World Bank’s Address.* The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development/
International Development Association
1818 H Street, N.W.,
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 1-202-477-6391
Facsimile: Washington, D.C. 64145 (MCI)
APPENDIX 2

Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

The definition of “Member Country” in Section 17 of the Appendix, “Definition,” is modified to read as follows:

“17. “Member Country” means the member of the World Bank in whose territory the Project is carried out or any of such member/s political or administrative subdivisions. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term “Member Country” and “Recipient” refer to the same entity. If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member.”