Project Agreement

(Rural Electrification and Renewable Energy Development Project II)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RURAL ELECTRIFICATION BOARD

Dated OCTOBER 23, 2012
PROJECT AGREEMENT

AGREEMENT dated October 23, 2012, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and RURAL ELECTRIFICATION BOARD (REB) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the People’s Republic of Bangladesh (“Recipient) and the Association. The Association and REB hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing 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 Financing Agreement or the General Conditions.

ARTICLE II — PROJECT

2.01. REB declares its commitment to the objectives of the Project. To this end, REB shall carry out Part C.1 of the Project in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for Part C.1 of the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and REB shall otherwise agree, REB shall carry out Part C.1 of the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — TERMINATION

3.01. For purposes of Section 8.05(c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. REB’s Representative is its Chairman.

4.02. The Association’s Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

Facsimile:
1-202-477-6391

4.03. REB's Address is:

Nikunjo-2
Khilkhet
Dhaka 1229
Bangladesh

Facsimile:
(8802) 8916400
AGREED at Dhaka, People’s Republic of Bangladesh, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Ellen A. Goldstein

Title: Country Director

RURAL ELECTRIFICATION BOARD

By

[Signature]

Authorized Representative

Name: Fazle, General, Main Uddin

Title: Chairman
SCHEDULE

Execution of Part C.1 of the Project

Section I. Implementation Arrangements

A. Anti-Corruption

REB shall ensure that Part C.1 of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines and those of the GAAP.

B. Safeguards

REB shall ensure that Part C.1 of the Project is carried out in accordance with the provisions of the ESMF.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. REB shall monitor and evaluate the progress of Part C.1 of the Project and prepare Project Reports for Part C.1 of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators agreed with the Association. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. REB shall provide to the Recipient not later than March 15, 2015, for incorporation in the report referred to in paragraph 2(a) of Section II.A of Schedule 2 to the Financing Agreement all such information as the Recipient or the Association shall reasonably request for the purposes of such paragraph.

3. REB shall provide to the Recipient not later than April 30, 2019, for incorporation in the report referred to in Section 4.08(c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

B. Financial Management, Financial Reports and Audits

1. REB shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations and financial condition of REB, including the operations, resources and expenditures related to Part C.1 of the Project.
2. REB shall have its financial statements referred to above audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association. Each audit of these financial statements shall cover the period of one (1) fiscal year of REB. REB shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the Association not later than six (6) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

Section III. Procurement

All goods, works and services required for Part C.1 of the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement.