

| স্থানীয় সরকার বিভাগ | |
|--------------------------|----------------------|
| সিনিয়র সচিবের দপ্তর | |
| ১) অতিরিক্ত সচিব | ১) প্রশাসন |
| ২) মহাপরিচালক | ২) নগর উন্নয়ন |
| ৩) যুগ্মসচিব | ৩) উন্নয়ন |
| ৪) যুগ্মসচিব (পরিকল্পনা) | ৪) পানি সরবরাহ (পাস) |
| | ৫) উপজেলা অধিশাখা |
| | ৬) ইউপি অধিশাখা |
| | ৭) অডিট অধিশাখা |
| | ৮) আইন অধিশাখা |
| ডায়েরি নম্বর..... | স্বাক্ষর |
| তারিখঃ..... | |

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
অর্থ বিভাগ, অর্থ মন্ত্রণালয়
বাজেট অনুবিভাগ-১, বাজেট অধিশাখা-৩
www.mof.gov.bd



নং-০৭.০০.০০০০.১০৩.১৮.০১০.২০ - ২৮৭

তারিখঃ ৬ আষাঢ় ১৪২৮
২০ জুন ২০২১

বিষয়ঃ স্থানীয় সরকার বিভাগের অধীনস্থ নারায়ণগঞ্জ সিটি কর্পোরেশন কর্তৃক বাস্তবায়নাধীন 'Urban Infrastructure Improvement Preparatory Facility for Narayanganj City Corporation' শীর্ষক প্রকল্পের SLA স্বাক্ষর প্রসংগে।

সূত্রঃ ১। স্থানীয় সরকার বিভাগের স্মারক নং- ৪৬.০০.০০০০.০৭১.১৪.০৩৭.১৯ (অংশ-১)-৭৭৭, তারিখঃ ০৭.১২.২০২০
২। অর্থ বিভাগের টিডিএম অনুবিভাগের ইউ.ও.নোট নং- ০৭.০০.০০০০.১৪০.১৪.০০৩.২০-১১, তারিখঃ ১১.০২.২০২১

স্থানীয় সরকার বিভাগের অধীনস্থ নারায়ণগঞ্জ সিটি কর্পোরেশন কর্তৃক বাস্তবায়নাধীন 'Urban Infrastructure Improvement Preparatory Facility for Narayanganj City Corporation' শীর্ষক প্রকল্পের জন্য বাংলাদেশ সরকার ও এশীয় উন্নয়ন ব্যাংক (এডিবি)-এর মধ্যে স্বাক্ষরিত ঋণচুক্তির বিপরীতে অর্থ বিভাগ ও নারায়ণগঞ্জ সিটি কর্পোরেশন-এর মধ্যে স্বাক্ষরিত Subsidiary Loan Agreement (SLA)-টি পরবর্তী কার্যক্রম গ্রহণের জন্য নির্দেশক্রমে এ সাথে প্রেরণ করা হলো।

সংযুক্তিঃ স্বাক্ষরিত SLA

| স্থানীয় সরকার বিভাগ | |
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| ১) অতিরিক্ত সচিব | ১) প্রশাসন |
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| ৩) যুগ্মসচিব | ৩) উন্নয়ন |
| ৪) যুগ্মসচিব (পরিকল্পনা) | ৪) পানি সরবরাহ (পাস) |
| | ৫) উপজেলা অধিশাখা |
| | ৬) ইউপি অধিশাখা |
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| ডায়েরি নম্বর..... | স্বাক্ষর |
| তারিখঃ ২০/১/২০ | |

২০.০৬.২০২১
(মোঃ তোহিদুল ইসলাম)
উপসচিব
৯৫৬৩১৮৬

ইমেইল: touhiduli@finance.gov.bd

সিনিয়র সচিব
স্থানীয় সরকার বিভাগ
বাংলাদেশ সচিবালয়, ঢাকা

দ্রষ্টব্যঃ উপসচিব, সিটি কর্পোরেশন-২ শাখা]]

অনুলিপিঃ (জ্যেষ্ঠতার ভিত্তিতে নয়)

১. অতিরিক্ত সচিব (ট্রেজারী ও ঋণ ব্যবস্থাপনা), অর্থ বিভাগ
২. প্রধান নির্বাহী কর্মকর্তা, নারায়ণগঞ্জ সিটি কর্পোরেশন, নারায়ণগঞ্জ

| | |
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| নম্বর নং ৯৫৬৩১৮৬ | তারিখঃ ২০/৬/২১ |
| ১। যুগ্ম-সচিব (নঃউঃ-১) | |
| ২। যুগ্ম-সচিব (নঃউঃ-২) | |
| ৩। উপ-সচিব (সিঃ কঃ-১/২) | |
| ৪। উপ-সচিব (পৌঃ-১/২) | |
| অতিরিক্ত সচিব (নঃউঃ) | |

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| নম্বর ২৮৫০ | তারিখ ২০/৬/২১ |
| ১। উপ-সচিব-সিঃ কঃ-১ | |
| ২। উপ-সচিব-সিঃ কঃ-২ | |
| ৩। নগর উন্নয়ন-১ | |
| ৪। নগর উন্নয়ন-২ | |
| যুগ্মসচিব (নঃউঃ-১) অধিশাখা | |

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| স্থানীয় সরকার বিভাগ |
| প্রাপ্তির তারিখ ২০/৬/২১ |
| নম্বর ১৭৫৫ |

SUBSIDIARY LOAN AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH REPRESENTED BY THE FINANCE
DIVISION, MINISTRY OF FINANCE ("GOVERNMENT")**

AND

**THE NARAYANGANJ CITY CORPORATION
("EXECUTING AGENCY")**

FOR

**URBAN INFRASTRUCTURE IMPROVEMENT
PREPARATORY FACILITY (UIPF) FOR
NARAYANGANJ CITY CORPORATION (NCC) PROJECT**

20 June-2021



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SUBSIDIARY LOAN AGREEMENT

The Subsidiary Loan Agreement (hereinafter called "SLA") made this 20 day of June 2021 between The GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH represented by the Finance Division, Ministry of Finance (hereinafter referred to as "Government") on the ONE PART and the Narayanganj City Corporation, (hereinafter referred to as "NCC") represented by the Mayor, having its office at Narayanganj City Corporation, Nagar Bhaban, 10 Bangabandhu Road, District: Narayanganj of the other part which expression includes its successor(s) on the OTHER PART.

WHEREAS

- A. The People's Republic of Bangladesh (hereinafter called "Bangladesh") and Asian Development Bank (hereinafter called "ADB") have entered into a Loan Agreement [(Lone 6019-BAN (COL)] dated 25 November 2019 (hereinafter called "Ordinary Operations (Concessional) Loan Agreement" under which ADB has agreed to make a loan in an amount equivalent to USD 11.00 Million (Eleven Million USD) out of which USD 5.91 million for Narayanganj City Corporation (NCC) (hereinafter called "Ordinary Operations (Concessional Loan") for the purposes of the implementation of the Urban Infrastructure Improvement Preparatory Facilities for Narayanganj City Corporation Project (hereinafter called "Project") on the terms and conditions set forth in the Loan Agreements;
- B. The Narayanganj City Corporation will be the Executing Agency for the Project and the Urban Infrastructure Improvement Preparatory Facilities (UIIPF) for Narayanganj City Corporation (NCC) Project as Implementing Agency;
- C. Under the Terms of the Loan Agreement, the Government has agreed to make available the proceeds of the Ordinary Operations Loan under terms and conditions acceptable to the ADB;
- D. By a Project Agreement entered into between ADB and Narayanganj City Corporation (NCC) (as defined in the Ordinary Operations Loan Agreement) on 25 November 2019 (hereinafter called "Project Agreement"), the Narayanganj City Corporation (NCC) has undertaken certain obligations to ADB in connection with their use of the proceeds of the Ordinary Operations Loan with respect to the implementation of the Project; and
- E. In view of the foregoing, the Government and Narayanganj City Corporation (NCC) have agreed to enter into this Subsidiary Loan Agreement as instructed by memo no: 07.00.0000.111.14.009.20/96, Dated: 25.03.2020, Ministry of Finance, Finance Division, Budget-11 Section.

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মোঃ মাইনউদ্দিন মিয়া
স্বাক্ষর ভেদার
ডি.সি. কোর্ট, নারায়ণগঞ্জ
লাইসেন্স-নং-১৯২/২০০১ইং



খণ্ড ৪৪৬৫৫৪৮

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE-1

Definitions

Section 1.01 Wherever used in this Subsidiary Loan Agreement, unless the context otherwise requires, the several terms defined in the Ordinary Operations (Concessional) Loan Agreement shall have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Subsidiary Loan Agreement have the following meanings:

- Narayanganj City Corporation established with the powers given in Rule 6 of the establishment of Local Government (City Corporation) Rules, 2010 and S.R.O no-115-Act/2011 by combining three municipalities, Narayanganj, Siddhirganj and Kadamrasul respectively.
- "Subsidiary Loan" means the Loan proceeds made available by the Government to Narayanganj City Corporation (NCC) under this Project which is 100 percent of non-revenue generating sub-projects.

ARTICLE-II

Subsidiary Loan

Section 2.01 Unless otherwise agreed between ADB and the Government, the Government hereby agrees to Grant Taka in Lac 7188.71 to Narayanganj City Corporation (NCC) for implementation of URBAN INFRASTRUCTURE IMPROVEMENT PREPARATORY FACILITY (UIIPF) Project.

Sections 2.02 Incompliance with Section 7.1 of Part A (please see page# 6): Technical Assistance Project Proposal (TAPP), Estimated Cost of the Project (Taka in Lac) is as follows:

| | | | |
|-----|--|---|--------------------|
| 7.1 | Estimated Cost of the Project (Taka in Lac) | | |
| | Total | : | 7188.71 |
| | GOB | : | 2520.56 |
| | PA | : | 4668.15 |
| | Own Fund | : | - |
| | Others | : | - |
| 7.2 | Exchange Rate(s) with Date: Source | : | US \$ 1 =BDT 83.70 |
| | Bangladesh Bank | | |

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মোঃ মাইনউদ্দিন মিয়া
স্ট্যাম্প ভেডার
ডি.সি. কোর্ট, নারায়ণগঞ্জ
লাইসেন্স নং-১৯২/২০০১ইং



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Sections 2.03 Incompliance with Section 8.0 of Part A (please see page# 6) : Technical Assistance Project Proposal (TAPP), Source & Mode of Financing (Taka in Lac) is as follows:

8.0 Source and mode of financing.

| Source of Financing | In kind (Equivalent Amount) | In Cash | | Total | Mode of Financing (Loan/Credit/Grant, etc.) |
|---|-----------------------------------|----------------|----------------|----------------|---|
| | | Local | FE | | |
| GOB | | 2520.56 | - | 2509.60 | Grant |
| Development Partner Asian Development Bank | | 2158.55 | 2509.60 | 4679.11 | Loan |
| Own Fund | | - | - | | - |
| Other (Specify) | | - | - | | - |
| Grant Total | | 4679.11 | 2509.60 | 7188.71 | |

Sections 2.04 The Narayanganj City Corporation shall use the proceeds of the Subsidiary Loan in accordance with the terms and conditions set forth in the Loan Agreement and the Project Agreement. Narayanganj City Corporation shall utilize the proceeds of the SLA exclusively for carrying out the Project.

Sections 2.05 The Government shall open a Subsidiary Loan Account in its books in the name of Project. Each part of the subsidiary loan shall be deemed to be withdrawn by Narayanganj City Corporation from such Subsidiary Loan Account on the date given in the official payment advice of ADB in the amount and in the equivalent Taka amount or the corresponding withdrawals from the Loan Account.

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মোঃ মাইনউদ্দিন মিয়া
স্ট্যাম্প ভেডার
ডি.সি. কোর্ট, নারায়ণগঞ্জ
লাইসেন্স নং-১৯২/২০০১ইং

ARTICLE-III

AMORTIZATION SCHEDULE

Sections 3.01 Narayanganj City Corporation shall comply project agreement between Asian Development Bank and Narayanganj City Corporation on 25 November 2019. In addition, Narayanganj City Corporation shall comply loan agreement between Peoples Republic of Bangladesh and Asian Development Bank on 25 November 2019. As per LOAN AGREEMENT (Ordinary Operations-Concessional) between Peoples Republic of Bangladesh and Asian Development Bank on 25 November 2019, Amortization Schedule attached herewith as Annexure-A.

Section 3.02 The foreign exchange risk is to be borne by Narayanganj City Corporation, Narayanganj.

Section 3.03 The Government shall delegate to the Narayanganj City Corporation the authority to make withdrawal from the relevant loan account and any amount so withdrawn by Narayanganj City Corporation on behalf of the Government shall be deemed to have been lent by the Government to Narayanganj City Corporation on the same date in the same amount and in the same currency.

Section 3.04 The Government shall (a) maintain or cause to be maintained records and accounts adequate of reflect, in accordance with consistently maintained sound accounting principles, the expenditures finances out of the subsidiary loan, and (b) have such records and accounts audited for each fiscal year, in accordance with appropriate auditing principles consistently applied by an independent auditor whose qualifications, experience and terms of reference are acceptable to the Government.

ARTICLE-IV

CONDITIONS FOR WITHDRAWAL AND PROCUREMENT PROCEDURES

Section 4.01 The conditions for withdrawal of funds and procurement procedures applicable under the Loan Agreements apply to the proceeds of the Subsidiary Loan and procurements utilizing such funds.

ARTICLE-V

EXECUTION OF THE PROJECT

Section 5.01 The Narayanganj City Corporation shall perform all the obligations of a City Corporation under the Project Agreement and, to the extent applicable to it, under the Loan Agreements and shall carry out its obligations under the Project with due diligence, efficiency and in conformity with sound administration, financial, engineering and public utility practices.

Section 5.02 The Narayanganj City Corporation shall not utilize any part of the proceeds of the Subsidiary Loan or any goods and services financed out of the proceeds of the Subsidiary Loan for any purpose other than exclusively for the carrying out of the Project.

Section 5.03 The Narayanganj City Corporation shall duly performs the obligations which the Government is obliged to cause the City Corporation to perform under the Loan Agreements to the extent that such obligations are applicable to the Narayanganj City Corporation.

Section 5.04 The Government shall facilitate the availability of the facilities, services, land and other resources required by the Narayanganj City Corporation, in addition to the Subsidiary Loan proceeds for carrying out of the Project in accordance with the Project Agreement.

Section 5.05 The Government shall take all action which shall be necessary on its part to enable the Narayanganj City Corporation to perform its obligations under the Project Agreement and the Loan Agreements and shall not take any action which would impair the performance of such obligations.

Section 5.06 The Narayanganj City Corporation shall co-operate the Government to comply with its obligations under the Loan Agreements.

Section 5.07 The Narayanganj City Corporation shall not assign any rights or obligations under this Agreement without the prior written consent of the Government and ADB.

ARTICLE-VI

REMEDIES OF THE GOVERNMENT

Section 6.01 If any of the following events shall occur and shall continue for the period specified below, than at any subsequent time during the continuance thereof, the Government, at its option, may by notice to Narayanganj City Corporation declare the principal of the Subsidiary Loan then outstanding to be due and payable immediately together with the interest and other charges thereon and upon any such declaration the principal, together with the interest and other charges thereon, shall become due and payable immediately:

a) a default shall occur in the payment of principal or interest or any other payment required under this Agreement and such default shall continue for a period of ninety (90) days;

b) a default shall occur in the performance of any other obligation on the part of Narayanganj City Corporation (NCC) under this Agreement, and such default shall continue for a period of one hundred eighty (180) days after notice thereof shall have been given by the Government to Narayanganj City Corporation (NCC).

ARTICLE-VII

Effectiveness and Termination

Section 7.01 This Agreement shall come into force and effect on the date on which it is signed by the Government and Narayanganj City Corporation.

Section 7.02 This Agreement and all obligations of the parties hereunder shall terminate on the earlier of the following two dates (a) The date on which the Loan Agreements shall terminate in accordance with their terms: or (b) A date 25 years after the date of this Agreement.

ARTICLE VIII

Compliance of Loan Agreement

Section 8.01 Narayanganj City Corporation shall do everything on its part to enable the Government to fulfill its obligation under the Project Agreement.

Section 8.02 The government on its part shall do and cause everything to be done to enable Narayanganj City Corporation to fulfill its obligations under the Loan Agreement.

Section 8.03 No right or obligations under this SLA shall be assigned, amended, abrogated or waived without prior concurrence of the Government and ADB

ARTICLE-IX

General Provisions and Miscellaneous

Section 9.01 Any notice or request required or permitted to be given or made under this agreement and any agreement between the parties contemplated by this agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex, e-mail or radiogram to the party to which it is required or permitted to be given or made at its address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are as follows;

Mayor,
Narayanganj City Corporation,
Nagar Bhaban, 10 Bangabandhu Road,
District: Narayanganj, Bangladesh.

Secretary,
Ministry of Finance,
Government of the People's Republic of Bangladesh,
Bangladesh Secretariat, Dhaka.

Section 9.02 No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall be action or such party in respect of any default, or any acquiescence in any default, affect or impair any right, power of remedy of such party in respect of any other or subsequent default.

ARTICLE-X

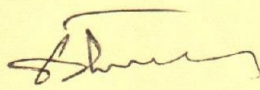
Dispute Settlement

Sections 10.01 Any dispute arising out of this SLA shall be settled amicably.


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

In Witness:

(1)



MD. TOUHIDUL ISLAM
Deputy Secretary
Finance Division, M/O. Finance
Govt. of the People's Republic of Bangladesh

FOR AND ON BEHALF OF THE
**GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF BANGLADESH**



Shirajun Noor Chowdhury
Joint Secretary
Finance Division, M/O. Finance
Govt. of the People's Republic of Bangladesh

In Witness:

(2)


Mohammad Zahirul Islam
Deputy Secretary
Local Government Division
Govt. of the People's Republic of Bangladesh, Dhaka

FOR AND ON BEHALF OF THE
**NARAYANGANJ CITY CORPORATION,
NARAYANGANJ, BANGLADESH**


(Sign with date, Chief Executive Officer, NCC)

Md. ABUL AMIN
Chief Executive Officer
Narayanganj City Corporation

AMORTIZATION SCHEDULE

PROJECT: Urban Infrastructure Improvement Preparatory Facility for Naraynganj City Corporation, Narayanganj.
Loan No.6019-BAN(COL)

Loan Amount for NCC : USD 5,910,000.00

Terms of Payment : 6% interest, 20 Years Repayment Period (Including 5 Years Grace Period)

Executing Agency : Narayanganj City Corporation (NCC).

| Interest Rate @ 6.0% (Six Percent) | | | | | |
|------------------------------------|----------------------|----------------------------|-----------------------------------|--|--|
| Year No. | Installment Due Date | Total Principal Amoun(USD) | Repayment of Principal Amoun(USD) | Interest @ 6% including Grace period (USD) | Installment (Principal + Interest) (USD) |
| 1 | 2020 | 0.00 | | 0.00 | |
| 2 | 2021 | 0.00 | | 0.00 | |
| 3 | 2022 | 0.00 | | 0.00 | |
| 4 | 2023 | 0.00 | | 0.00 | |
| 5 | 2024 | 0.00 | | 0.00 | |
| 6 | 15-Mar-25 | 5,910,000.00 | 197,000.00 | 1,950,300.00 | 2,147,300.00 |
| | 15-Sep-25 | 5,713,000.00 | 197,000.00 | 171,390.00 | 368,390.00 |
| 7 | 15-Mar-26 | 5,516,000.00 | 197,000.00 | 165,480.00 | 362,480.00 |
| | 15-Sep-26 | 5,319,000.00 | 197,000.00 | 159,570.00 | 356,570.00 |
| 8 | 15-Mar-27 | 5,122,000.00 | 197,000.00 | 153,660.00 | 350,660.00 |
| | 15-Sep-27 | 4,925,000.00 | 197,000.00 | 147,750.00 | 344,750.00 |
| 9 | 15-Mar-28 | 4,728,000.00 | 197,000.00 | 141,840.00 | 338,840.00 |
| | 15-Sep-28 | 4,531,000.00 | 197,000.00 | 135,930.00 | 332,930.00 |
| 10 | 15-Mar-29 | 4,334,000.00 | 197,000.00 | 130,020.00 | 327,020.00 |
| | 15-Sep-29 | 4,137,000.00 | 197,000.00 | 124,110.00 | 321,110.00 |
| 11 | 15-Mar-30 | 3,940,000.00 | 197,000.00 | 118,200.00 | 315,200.00 |
| | 15-Sep-30 | 3,743,000.00 | 197,000.00 | 112,290.00 | 309,290.00 |
| 12 | 15-Mar-31 | 3,546,000.00 | 197,000.00 | 106,380.00 | 303,380.00 |
| | 15-Sep-31 | 3,349,000.00 | 197,000.00 | 100,470.00 | 297,470.00 |

Annexure:A

| Year No. | Installment Due Date | Total Principal Amoun(USD) | Repayment of Principal Amoun(USD) | Interest @ 6% including Grace period (USD) | Installment (Principal + Interest) (USD) |
|----------|----------------------|----------------------------|-----------------------------------|--|--|
| 13 | 15-Mar-32 | 3,152,000.00 | 197,000.00 | 94,560.00 | 291,560.00 |
| | 15-Sep-32 | 2,955,000.00 | 197,000.00 | 88,650.00 | 285,650.00 |
| 14 | 15-Mar-33 | 2,758,000.00 | 197,000.00 | 82,740.00 | 279,740.00 |
| | 15-Sep-33 | 2,561,000.00 | 197,000.00 | 76,830.00 | 273,830.00 |
| 15 | 15-Mar-34 | 2,364,000.00 | 197,000.00 | 70,920.00 | 267,920.00 |
| | 15-Sep-34 | 2,167,000.00 | 197,000.00 | 65,010.00 | 262,010.00 |
| 16 | 15-Mar-35 | 1,970,000.00 | 197,000.00 | 59,100.00 | 256,100.00 |
| | 15-Sep-35 | 1,773,000.00 | 197,000.00 | 53,190.00 | 250,190.00 |
| 17 | 15-Mar-36 | 1,576,000.00 | 197,000.00 | 47,280.00 | 244,280.00 |
| | 15-Sep-37 | 1,379,000.00 | 197,000.00 | 41,370.00 | 238,370.00 |
| 18 | 15-Mar-38 | 1,182,000.00 | 197,000.00 | 35,460.00 | 232,460.00 |
| | 15-Sep-38 | 985,000.00 | 197,000.00 | 29,550.00 | 226,550.00 |
| 19 | 15-Mar-39 | 788,000.00 | 197,000.00 | 23,640.00 | 220,640.00 |
| | 15-Sep-39 | 591,000.00 | 197,000.00 | 17,730.00 | 214,730.00 |
| 20 | 15-Mar-40 | 394,000.00 | 197,000.00 | 11,820.00 | 208,820.00 |
| | 15-Sep-40 | 197,000.00 | 197,000.00 | 5,910.00 | 202,910.00 |
| | Total | | 5,910,000.00 | 4,521,150.00 | 10,431,150.00 |