
LOAN NUMBER 3918-BAN(COL)

LOAN AGREEMENT
(Ordinary Operations [Concessional])
(COVID-19 Response Emergency Assistance Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

ASIAN DEVELOPMENT BANK

DATED 13 MAY 2020

BAN 54173

**LOAN AGREEMENT
(Ordinary Operations [Concessional])**

LOAN AGREEMENT dated 13 May 2020 between PEOPLE'S REPUBLIC OF BANGLADESH ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement; and

(B) ADB has agreed to make a concessional loan to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations; Definitions

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

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

- (a) "Consulting Services" means the services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Loan;
- (b) "EARF" means the environmental assessment and review framework for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (c) "EMP" means an environmental management plan for the Project, including any update thereto, incorporated in the IEE;
- (d) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (e) "GAP" means the gender action plan prepared for the Project, including any update thereto, and agreed to between the Borrower and ADB;

- (f) “Goods” means equipment and materials as set out in the Procurement Plan and to be financed out of the proceeds of the Loan, including any related Nonconsulting Services such as transportation, insurance, installation, commissioning, training, and initial maintenance;
- (g) “HSD” means the Health Services Division under the Borrower’s Ministry of Health and Family Welfare;
- (h) “IEE” means an initial environmental examination for the Project, including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the EARF and cleared by ADB;
- (i) “Indigenous Peoples Safeguards” means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;
- (j) “Involuntary Resettlement Safeguards” means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;
- (k) “IPP” means an indigenous peoples (also referred to as tribes, minority races, ethnic sects and communities) plan for the Project, including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the RIPPF and cleared by ADB;
- (l) “Loan Disbursement Handbook” means ADB’s Loan Disbursement Handbook (2017, as amended from time to time);
- (m) “Nonconsulting Services” means nonconsulting services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Loan;
- (n) “PAM” means the project administration manual for the Project dated 16 April 2020 and agreed between the Borrower and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;
- (o) “Part” means a part of the Project as described in paragraph 2 of Schedule 1 to this Loan Agreement;
- (p) “Procurement Plan” means the procurement plan for the Project dated 16 April 2020 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Policy and Procurement Regulations, and other arrangements agreed with ADB;
- (q) “Procurement Policy” means ADB’s Procurement Policy – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);

- (r) “Procurement Regulations” means ADB’s Procurement Regulations for ADB Borrowers – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (s) “Project Executing Agency” for the purposes of, and within the meaning of, the Loan Regulations means HSD or any successor thereto acceptable to ADB that is responsible for carrying out the Project;
- (t) “RIPPF” means the resettlement and indigenous peoples planning framework (which is also referred to as tribes, minority races, ethnic sects and communities planning framework) for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (u) “Safeguards Monitoring Report” means each report prepared and submitted by the Borrower to ADB that describes progress with implementation of, and compliance with, the EMP, the Environmental Safeguards, Indigenous Peoples Safeguards, and Involuntary Resettlement Safeguards (as applicable), including any corrective and preventative actions;
- (v) “Services” means Consulting Services and Nonconsulting Services;
- (w) “SPS” means ADB’s Safeguard Policy Statement (2009);
- (x) “Subproject” means an activity under the Project that meets the eligibility criteria as discussed in paragraph 5 of Schedule 4 to this Loan Agreement; and
- (y) “Works” means construction or civil works to be financed out of the proceeds of the Loan, including services such as drilling or mapping, and project related services that are provided as part of a single responsibility or turnkey contract, but excluding Consulting Services.

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB’s ordinary capital resources an amount of one hundred million Dollars (\$100,000,000).

(b) The Loan has a principal repayment period of 30 years, and a grace period as defined in subsection (c) hereinafter.

(c) The term “grace period” as used in subsection (b) hereinabove means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.02. The Borrower shall pay to ADB an interest charge at the rate of 1% per annum during the grace period, and thereafter, on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time.

Section 2.03. The interest charge on the Loan shall be payable semiannually on 1 May and 1 November in each year.

Section 2.04. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.05. The currency of repayment of the principal amount of the Loan and the currency of payment of the interest charge for the purposes of Sections 4.03(a) and 4.04 of the Loan Regulations shall be the Dollar.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied exclusively to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement.

Section 3.02. The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

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

Section 3.04. Withdrawals from the Loan Account in respect of Goods, Works, and Consulting Services shall be made only on account of expenditures relating to:

- (a) Goods which are produced in and supplied from and Works and Consulting Services which are supplied from such member countries of ADB as shall have been specified by ADB from time to time as eligible sources for procurement; and
- (b) Goods, Works, and Consulting Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

Section 3.05. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 31 October 2023 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 4 to this Loan Agreement.

Section 4.02. (a) The Borrower shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with financial reporting standards acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Loan proceeds, and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) The Borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Borrower's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree.

Section 4.03. The Borrower shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

ARTICLE V

Effectiveness

Section 5.01. A date 30 days after the date of this Loan Agreement is specified for the effectiveness of this Loan Agreement for the purposes of Section 9.04 of the Loan Regulations.

ARTICLE VI**Miscellaneous**

Section 6.01. The Senior Secretary or Secretary or any Additional Secretary, Joint Secretary or Joint Chief, Deputy Secretary or Deputy Chief, Senior Assistant Secretary or Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

Economic Relations Division
Ministry of Finance
Government of the People's Republic of Bangladesh
Sher-e-Bangla Nagar
Dhaka 1207, Bangladesh

Facsimile Number:

(880) 2-918-0788

For ADB

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

Facsimile Numbers:

(632) 8636-2444

(632) 8636-2337.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan 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.

PEOPLE'S REPUBLIC OF
BANGLADESH

By 

FATIMA YASMIN
Secretary
Economic Relations Division
Ministry of Finance

ASIAN DEVELOPMENT BANK

By 

MANMOHAN PARKASH
Country Director
Bangladesh Resident Mission

SCHEDULE 1

Description of the Project

1. The objective of the Project is to improve health and wellbeing of COVID-19 affected persons in the territory of the Borrower.

2. The Project shall comprise:

Part 1: Providing for immediate and medium term needs for supplies of emergency and the most crucial medical equipment and materials to enable (i) treatment and protection of affected people and health care workers, and (ii) equipping selected health facilities with essential infection prevention and control supplies. The equipment and supplies include, among other things, personal protective equipment, biohazard bags, disinfecting materials, ventilators, and oxygen meters.

Part 2: Delivering infrastructure and related equipment for supporting and sustaining prevention and management of COVID-19 through constructing and upgrading types of facilities: (a) health facilities and various points of entry screening passengers coming into the country via air, land and water; (b) critical care units and isolation units in medical college hospitals to reduce secondary infections among contacts and health care workers; and (c) microbiological diagnostic facilities with capability to apply real-time and advanced diagnostics.

Part 3: Strengthening health system and community capacities in combatting COVID-19 through (a) recruiting and training relevant health and other technical staff to optimize the use of the new or upgraded facilities; (b) supporting (i) the development of guidelines for COVID-19 testing and case treatment; (ii) capacity development for preparedness and response for incidence management; and (iii) operational research to inform policy briefs and decisions; and (c) supporting the development a COVID-19 communication strategy and its implementation to communicate critical risk information and engage communities in promoting hygiene and safe practices, and countering misinformation.

The Project management support will be provided in relation to each of the activities described above.

3. The Project is expected to be completed by 30 April 2023.

SCHEDULE 2
Amortization Schedule

| <u>Date Payment Due</u> | <u>Payment of Principal</u> (expressed in USD)* |
|-------------------------|--|
| 1 November 2030 | 1,000,000 |
| 1 May 2031 | 1,000,000 |
| 1 November 2031 | 1,000,000 |
| 1 May 2032 | 1,000,000 |
| 1 November 2032 | 1,000,000 |
| 1 May 2033 | 1,000,000 |
| 1 November 2033 | 1,000,000 |
| 1 May 2034 | 1,000,000 |
| 1 November 2034 | 1,000,000 |
| 1 May 2035 | 1,000,000 |
| 1 November 2035 | 1,000,000 |
| 1 May 2036 | 1,000,000 |
| 1 November 2036 | 1,000,000 |
| 1 May 2037 | 1,000,000 |
| 1 November 2037 | 1,000,000 |
| 1 May 2038 | 1,000,000 |
| 1 November 2038 | 1,000,000 |
| 1 May 2039 | 1,000,000 |
| 1 November 2039 | 1,000,000 |
| 1 May 2040 | 1,000,000 |
| 1 November 2040 | 2,000,000 |
| 1 May 2041 | 2,000,000 |
| 1 November 2041 | 2,000,000 |
| 1 May 2042 | 2,000,000 |
| 1 November 2042 | 2,000,000 |
| 1 May 2043 | 2,000,000 |
| 1 November 2043 | 2,000,000 |
| 1 May 2044 | 2,000,000 |
| 1 November 2044 | 2,000,000 |
| 1 May 2045 | 2,000,000 |
| 1 November 2045 | 2,000,000 |
| 1 May 2046 | 2,000,000 |
| 1 November 2046 | 2,000,000 |
| 1 May 2047 | 2,000,000 |
| 1 November 2047 | 2,000,000 |

| <u>Date Payment Due</u> | <u>Payment of Principal</u> (expressed in USD)* |
|-------------------------|--|
| 1 May 2048 | 2,000,000 |
| 1 November 2048 | 2,000,000 |
| 1 May 2049 | 2,000,000 |
| 1 November 2049 | 2,000,000 |
| 1 May 2050 | 2,000,000 |
| 1 November 2050 | 2,000,000 |
| 1 May 2051 | 2,000,000 |
| 1 November 2051 | 2,000,000 |
| 1 May 2052 | 2,000,000 |
| 1 November 2052 | 2,000,000 |
| 1 May 2053 | 2,000,000 |
| 1 November 2053 | 2,000,000 |
| 1 May 2054 | 2,000,000 |
| 1 November 2054 | 2,000,000 |
| 1 May 2055 | 2,000,000 |
| 1 November 2055 | 2,000,000 |
| 1 May 2056 | 2,000,000 |
| 1 November 2056 | 2,000,000 |
| 1 May 2057 | 2,000,000 |
| 1 November 2057 | 2,000,000 |
| 1 May 2058 | 2,000,000 |
| 1 November 2058 | 2,000,000 |
| 1 May 2059 | 2,000,000 |
| 1 November 2059 | 2,000,000 |
| 1 May 2060 | 2,000,000 |
| TOTAL | 100,000,000 |

* The arrangements for payment are subject to the provisions of Sections 3.04 and 4.03 of the Loan Regulations.

SCHEDULE 3

Allocation and Withdrawal of Loan 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 Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category of the Table.)

Basis for Withdrawal from the Loan Account

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

Interest Charge

3. The amount allocated to Category "Interest Charge" is for financing the interest charge on the Loan during the implementation period of the Project. ADB shall be entitled to withdraw from the Loan Account and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of such interest charge.

Reallocation

4. Notwithstanding the allocation of Loan proceeds and the withdrawal percentages set forth in the Table,

- (a) if the amount of the Loan allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, by notice to the Borrower, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Loan 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 Loan allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, by notice to the Borrower, reallocate such excess amount to any other Category.

Disbursement Procedures

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

Retroactive Financing

6. Withdrawals from the Loan Account may be made for reimbursement of eligible expenditures incurred under the Project before the Effective Date in connection with Goods, Services and Works, subject to a maximum amount equivalent to 30% of the Loan amount; provided that the expenditures have been incurred on or after 8 March 2020.

TABLE

| ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS | | | |
|---|---------------------------|--|---|
| Number | Item | Total Amount Allocated for ADB Financing (\$) | Basis for Withdrawal from the Loan Account |
| | | Category | |
| 1 | Goods, Services and Works | 91,630,000 | 100% of total expenditure claimed* |
| 2 | Project Management | 230,000 | 100% of total expenditure claimed* |
| 3 | Interest Charge | 2,160,000 | 100% of amounts due |
| 4 | Unallocated | 5,980,000 | |
| | TOTAL | 100,000,000 | |

* Exclusive of taxes and duties imposed within the territory of the Borrower.

SCHEDULE 4

Execution of Project

Implementation Arrangements

1. The Borrower and the Project Executing Agency shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Borrower and ADB. In the event of any discrepancy between the PAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

Counterpart Support

2. The Borrower shall make available adequate and timely budgetary allocations of the required counterpart funds in respect of the Project, including for (i) land acquisition and resettlement costs, and (ii) taxes and duties. The Borrower shall meet any financing shortfall to ensure that the Project is fully implemented. In addition to the foregoing, the Borrower shall ensure that the Project Executing Agency has sufficient funds to satisfy its liabilities arising from any Works, Goods and or Services contract.

Financial Management

3. The Borrower shall ensure all entities receiving equipment under the Project (a) have adequate budget to operate and maintain the received assets; and (b) maintain sound asset management practices including an asset register and conduct periodic inventories.

4. The Borrower shall ensure the Financial Management Action Plan (FMAP) as agreed with ADB and set out in Table 13 of the PAM is implemented and the results are reported to ADB through periodic progress reports.

Subproject/Activity Selection Criteria

5. The Borrower shall ensure the activities are selected and approved in accordance with the criteria set out in Appendix B to the PAM. The Borrower shall ensure that appraisal files for each Subproject are retained through the Project implementation period and thereafter and made available for ADB review.

Procurement

6. The Borrower shall ensure, and shall cause the Project Executing Agency to ensure, that:

- (a) the procurement of Goods, Works and Services, is carried out in accordance with the Procurement Policy and the Procurement Regulations;
- (b) Good, Works and Services, shall be procured based on the detailed arrangements set forth in the Procurement Plan, including the procurement and selection methods, the type of bidding documents, and

ADB's review requirements. Modification of the detailed arrangements set forth in the Procurement Plan will be only with the prior agreement of ADB; and

- (c) (i) all Goods, Works and Services obtained (including all computer hardware, software and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party; and (ii) all contracts for the procurement of Goods, Works and Services contain appropriate representations, warranties and, if appropriate, indemnities from the contractor, supplier, consultant or service provider with respect to the matters referred to in this subparagraph.

Safeguards

Environment

7. The Borrower, through the Project Executing Agency, shall ensure that the preparation, design, construction, implementation, operation and decommissioning of each Subproject, and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to environment, health, and safety; (b) the Environmental Safeguards; (c) the EARF; and (d) all measures and requirements set forth in the respective IEEs and EMPs, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

8. The Borrower, through the Project Executing Agency, shall ensure that Works do not commence until and unless environmental clearance, satisfactory in form and content to ADB, in respect of the relevant site has been received from the Department of Environment.

Land Acquisition and Involuntary Resettlement

9. The Borrower, through the Project Executing Agency, shall ensure that each Subproject does not have any involuntary resettlement impact, all within the meaning of the SPS. In the event any such impact is identified, the Borrower shall take all steps required to ensure that the Project complies with the (a) applicable laws and regulations of the Borrower, (b) the Involuntary Resettlement Safeguards, and (c) the RIPPFF.

Tribes, Minor Races, Ethnic Sects and Community Peoples

10. The Borrower, through the Project Executing Agency, shall ensure that the preparation, design, construction, implementation and operation of each Subproject comply with (a) all applicable laws and regulations of the Borrower relating the tribes, minor races, ethnic sects and community peoples within the meaning of indigenous peoples under the SPS; (b) the Indigenous Peoples Safeguards; (c) the RIPPFF; and (d) all measures and requirements set forth in the respective IPPs and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Human and Financial Resources to Implement Safeguards Requirements

11. The Borrower shall make available, or cause the Project Executing Agency to make available, budgetary and human resources, as necessary, to fully implement the EMP and the IPPs.

Safeguards – Related Provisions in Bidding Documents and Works Contracts

12. The Borrower, through the Project Executing Agency, shall ensure that all bidding documents and contracts for Works contain provisions that require contractors to:

- (a) comply with the measures and requirements relevant to the contractor set forth in the respective IEE, EMP, and IPP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set out in a Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures;
- (c) provide the Borrower with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the respective IEE, the EMP, or the IPP;
- (d) adequately record the condition of roads, agricultural land and other infrastructure, as necessary, prior to starting to transport materials and construction; and
- (e) fully reinstate pathways, other local infrastructure, and agricultural land, as necessary, to at least their pre-project condition upon the completion of construction.

Safeguards Monitoring and Reporting

13. The Borrower shall cause the Project Executing Agency to do the following:

- (a) submit Safeguards Monitoring Reports semiannually for Environmental Safeguards, Involuntary Resettlement Safeguards, and Indigenous Peoples Safeguards to ADB and disclose relevant information from such reports to affected persons promptly upon submission;
- (b) if any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of Subprojects that were not considered in the respective IEE, EMP, or IPP promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and
- (c) report any actual or potential breach of compliance with the measures and requirements set forth in the respective EMP or IPP promptly after becoming aware of the breach.

Prohibited List of Investments

14. The Borrower, through the Project Executing Agency, shall ensure that no proceeds of the Loan under the Project are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Labor Standards, Health and Safety

15. The Borrower, through the Project Executing Agency, shall ensure that the core labor standards and the Borrower's applicable laws and regulations are complied with during Project implementation. The Borrower shall include specific provisions in the bidding documents and contracts financed by ADB under the Project requiring that the contractors, among other things: (a) comply with the Borrower's applicable labor law and regulations and incorporate applicable workplace occupational safety norms; (b) do not use child labor; (c) do not discriminate workers in respect of employment and occupation; (d) do not use forced labor; (e) allow freedom of association and effectively recognize the right to collective bargaining; and (f) disseminate, or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to the employees of contractors engaged under the Project and to members of the local communities surrounding the Project area, particularly women.

16. The Borrower shall strictly monitor compliance with the requirements set forth in paragraph 15 above and provide ADB with regular reports.

Gender and Development

17. The Borrower shall ensure that (a) the GAP is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for implementation of the GAP; and (d) progress on implementation of the GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Governance and Anticorruption

18. The Borrower, the Project Executing Agency, and the implementing agencies shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

19. The Borrower, the Project Executing Agency, and the implementing agencies shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project.