

Project Administration Manual

Project Number: 49125
Loan Number: LXXXX
August 2015

India: Second Jharkhand State Road Project

Contents

ABBREVIATIONS

I.	PROJECT DESCRIPTION	1
II.	IMPLEMENTATION PLANS	1
	A. Project Readiness Activities	1
	B. Overall Project Implementation Plan	2
III.	PROJECT MANAGEMENT ARRANGEMENTS	3
	A. Project Implementation Organizations – Roles and Responsibilities	3
	B. Key Persons Involved in Implementation	3
	C. Project Organization Structure	5
IV.	COSTS AND FINANCING	6
	A. Detailed Cost Estimates by Expenditure Category	7
	B. Allocation and Withdrawal of Loan Proceeds	8
	C. Detailed Cost Estimates by Financier	9
	D. Detailed Cost Estimates by Outputs/Components	10
	E. Detailed Cost Estimates by Year	11
	F. Contract and Disbursement S-curve	12
	G. Fund Flow Diagram	13
V.	FINANCIAL MANAGEMENT	14
	A. Financial Management Assessment	14
	B. Disbursement	15
	C. Accounting	15
	D. Auditing	16
VI.	PROCUREMENT AND CONSULTING SERVICES	18
	A. Advance Contracting and Retroactive Financing	18
	B. Procurement of Goods, Works and Consulting Services	18
	C. Procurement Plan	19
	D. Consultant's Terms of Reference	19
VII.	SAFEGUARDS	20
	A. Environment safeguards	20
	B. Social Safeguards	22
	C. Indigenous Peoples	23
	D. Grievance Redress Mechanism	23
VIII.	GENDER AND SOCIAL DIMENSIONS	24
	A. Gender	24
	B. Health	24
	C. Labor	24
IX.	PERFORMANCE MONITORING, EVALUATION, REPORTING AND COMMUNICATION	26
	A. Project Design and Monitoring Framework	26
	B. Monitoring	26
	C. Evaluation	27
	D. Reporting	27

E.	Stakeholder Communication Strategy	27
X.	ANTICORRUPTION POLICY	29
XI.	ACCOUNTABILITY MECHANISM	29
XII.	RECORD OF PAM CHANGES	30

Project Administration Manual Purpose and Process

The project administration manual (PAM) describes the essential administrative and management requirements to implement the project on time, within budget, and in accordance with Government and Asian Development Bank (ADB) policies and procedures. The PAM should include references to all available templates and instructions either through linkages to relevant URLs or directly incorporated in the PAM.

The government of Jharkhand, acting through the State Highways Authority of Jharkhand (SHAJ), is wholly responsible for the implementation of ADB financed projects, as agreed jointly between India (the borrower) and ADB, and in accordance with Government and ADB's policies and procedures. ADB staff is responsible to support implementation including compliance by SHAJ of their obligations and responsibilities for project implementation in accordance with ADB's policies and procedures.

At Loan Negotiations the borrower and ADB have agreed to the PAM and ensure consistency with the Loan agreement. Such agreement shall be reflected in the minutes of the Loan Negotiations. In the event of any discrepancy or contradiction between the PAM and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

After ADB Board approval of the project's report and recommendations of the President (RRP) changes in implementation arrangements are subject to agreement and approval pursuant to relevant Government and ADB administrative procedures (including the Project Administration Instructions) and upon such approval they will be subsequently incorporated in the PAM.

Abbreviations

ADB	=	Asian Development Bank
AFS	=	audited financial statements
CAG	=	Comptroller Auditor General
CAAA	=	Controller of Aid Account and Audit
CSC	=	construction supervision consultant
DMF	=	design and monitoring framework
DGM	=	deputy general manager
EA	=	executing agency
EIA	=	environmental impact assessment
EMP	=	environmental management plan
EMOP	=	environmental monitoring plan
ERP	=	enterprise Resources Planning
FMA	=	financial management assessment
GOI	=	Government of India
GOJ	=	Government of Jharkhand
GRM	=	grievance redress mechanism
ICB	=	international competitive bidding
IEE	=	initial environmental examination
JFM	=	joint forest management
LIBOR	=	London interbank offered rate
NCB	=	national competitive bidding
NGOs	=	nongovernment organizations
PID	=	project information document
PAM	=	project administration manual
PIU	=	project implementation unit
PMC	=	project management consultant
QBS	=	quality based selection
QCBS	=	quality- and cost based selection
RIPP	=	combined resettlement and indigenous peoples plan
RCD	=	Road Construction Department
SBD	=	standard bidding documents
SHAJ	=	State Highways Authority of Jharkhand
SOE	=	statement of expenditure
SPS	=	Safeguard Policy Statement
SPRSS	=	summary poverty reduction and social strategy
TOR	=	terms of reference

B. Overall Project Implementation Plan

Activities	2015				2016				2017				2018				2019				2020				2021 -			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Civil Works																												
1.1 Construction supervision consulting services																												
Recruitment		■	■	■																								
Supervision services					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
1.2 Civil Works																												
Procurement		■	■	■																								
Land acquisition, resettlement and rehabilitation	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Forest clearance and tree cutting permits	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Construction					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
5-year performance-based maintenance																												
Institutional Capacity Development																												
2.1 Project Management Consultant																												
Recruitment		■	■	■																								
Capacity Development Activities					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■



III. PROJECT MANAGEMENT ARRANGEMENTS

A. Project Implementation Organizations – Roles and Responsibilities

Project implementation organizations	Management Roles and Responsibilities
<ul style="list-style-type: none">• Executing agency (EA)	<p>State Government of Jharkhand (GOJ), acting through the State Highways Authority of Jharkhand (SHAJ)</p> <ul style="list-style-type: none">➤ Overall coordination of project implementation➤ Selection of subprojects➤ Procurement of works➤ Recruitments of consultants➤ Day-to-day project management➤ Compliance with loan covenants including safeguard requirements➤ Preparations and submissions of withdrawal applications➤ Preparations of project financial statements➤ Preparations of project progress reports and the completion report➤ Adequate budget allocation for the project implementation
<ul style="list-style-type: none">• ADB	<ul style="list-style-type: none">➤ Monitor and review overall implementation of the project in consultation with the EA including: the project schedule; actions required in terms of poverty reduction, environmental impacts, and resettlement plans and subproject selection, if applicable; timeliness of budgetary allocations and counterpart funding; project expenditures; progress with procurement and disbursement; statement of expenditure when applicable; compliance with particular loan covenants; and the likelihood of attaining the project's immediate development objectives.

B. Key Persons Involved in Implementation

Executing Agency
SHAJ

Rajbala Verma
Chief Executive Officer
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ADB

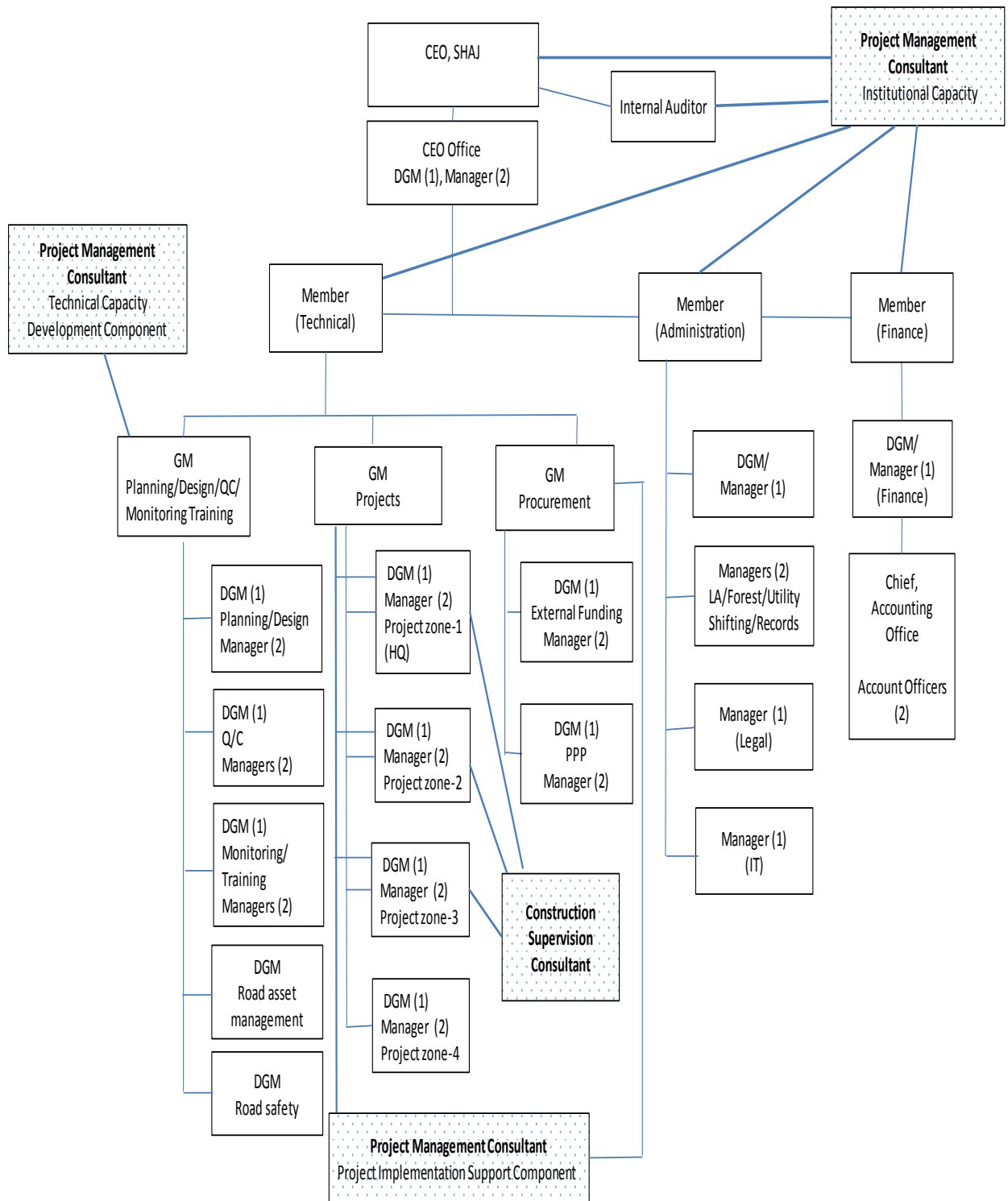
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C. Project Organization Structure



IV. COSTS AND FINANCING

4. The project is estimated to cost \$306.25 million (Table 1).¹

Table 1: Project Investment Plan
(\$ million)

Item	Amount ^a
A. Base Cost	
1 Road improvement	210.80
2 Institutional Capacity Development	8.55
3 5-Year Performance-based Maintenance	12.00
Subtotal (A)	231.35
B. Contingencies^b	62.94
C. Financing Charges During Implementation^c	11.96
Total (A+B+C)	306.25

^a In January 2015 prices, including taxes and duties of \$14.72 million to be partially financed from ADB loan resources.

^b Physical contingencies computed at 5% for civil works. Price contingencies computed at 1.4% on foreign exchange costs and 7% on local currency costs; includes provision for potential exchange rate fluctuation under the assumption of a purchasing power parity exchange rate.

^c Includes interest and commitment charges. Interest during construction for ADB loan(s) has been computed at the 5-year forward London interbank offered rate plus a spread of 0.50%. Commitment charges for an ADB loan are 0.15% per year to be charged on the undisbursed loan amount.

Source: Asian Development Bank estimates.

5. The government has requested a loan of \$ 200 million from ADB's ordinary capital resources to help finance the project. The loan will have a 20-year term, including a grace period of 5 years, straight-line method, an annual interest rate determined in accordance with ADB's London interbank offered rate (LIBOR)-based lending facility, a commitment charge of 0.15% per year, and such other terms and conditions set forth in the draft loan and project agreements.

6. The financing plan is in Table 2. The ADB loan will finance 65.31% of the project cost. This is considered acceptable, taking into account that the state government has allocated counterpart financing for 34.69% of the cost.

Table 2: Financing Plan

Source	Amount (\$ million)	Share of Total (%)
Asian Development Bank	200.00	65.31
Ordinary capital resources (loan)	200.00	
Government	106.25	34.69
Total	306.25	100.00

Source: Asian Development Bank.

¹ ADB financing includes part of tax and duties of about \$14.72 million. The estimated expenditure is not excessive (7.36% of ADB financing amount) and will apply only to ADB-financed expenditures. The amount will be within the reasonable threshold identified during the CPS preparation process. The financing of the taxes and duties is material and relevant to the success of the project. Any incidental expenditure relating to bank charges, local transport, freight and insurance are eligible for ADB financing.

A. Detailed Cost Estimates by Expenditure Category

		(\$ Million)	
		Total Cost (\$ million)	% of Total Base Cost
Item			
A. Investment Costs			
1	Works	163.00	70.46
2	Equipment	0.80	0.00
3	Land acquisition and resettlement	27.27	11.79
4	Utilities shifting	6.55	2.83
5	Consultants	14.73	6.37
	a. CSC	6.98	3.02
	b. PMC	7.75	3.35
6	5 Years Performance-based Maintenance	12.00	5.19
	Subtotal (A)	205.80	88.96
B. Recurrent Costs			
	a. Project administration	7.00	3.03
1	Subtotal (B)	7.00	3.03
	Total Base Cost	231.35	100.00
C. Contingencies			
1	Physical	11.61	5.02
2	Price	51.33	22.19
	Subtotal (C)	62.94	27.21
D. Financing Charges During Implementation			
1	Interest During Implementation	10.54	4.56
2	Commitment Charges	1.42	0.61
	Subtotal (D)	11.96	5.17
Total Project Cost (A+B+C+D)		306.25	132.38

B. Allocation and Withdrawal of Loan Proceeds

CATEGORY			ADB FINANCING
Number	Item	Total Amount Allocated for ADB Financing (\$) Category	Basis for Withdrawal from the Loan Account
1	Works	146,700,000	90 percent of total expenditure claimed
2	Equipment	800,000	100 percent of total expenditure claimed
3	Consulting Services	14,730,000	100 percent of total expenditure claimed
4	Unallocated	37,770,000	
	Total	200,000,000	

C. Detailed Cost Estimates by Financier

Item	ADB		GOJ		Total Cost
	Loan	% of Cost Category	Amount	% of Cost Category	
	Amount				
	{A}	{A/D}	{C}	{C/D}	{D}
A. Investment Costs					
1 Works	146.70	90.00	16.30	10.00	163.00
a. Civil Works - Dumka-Hansdiha	45.00	90.00	5.00	10.00	50.00
b. Civil Works - Giridih-Jamua-Sarwan	35.10	90.00	3.90	10.00	39.00
c. Civil Works - Gobindpur-Tundi-Giridih	39.60	90.00	4.40	10.00	44.00
d. Civil Works - Khunti-Tamar	27.00	90.00	3.00	10.00	30.00
2 Equipment	0.80	100.00	-	0.00	0.80
3 Land acquisition and resettlements	-	0.00	27.27	100.00	27.27
4 Utilities shifting, tree plantations	-	0.00	6.55	100.00	6.55
5 Consultants	14.73	100.00	-	0.00	14.73
a. CSC	6.98	100.00	-	0.00	6.98
b. PMC	7.75	100.00	-	0.00	7.75
6 5 Years Performance-based Maintenance	-	0.00	12.00	100.00	12.00
Subtotal (A)	162.23	72.31	62.12	27.69	224.35
B. Recurrent Costs					
1 Project administration ^a	-	0	7.00	100.00	7.00
Subtotal (B)	0	0	7.00	100.00	7.00
Total Base Cost	162.23	70.12	69.12	29.88	231.35
C. Contingencies					
1 Physical	6.97	60.00	4.64	40.00	11.61
2 Price	30.80	60.00	20.53	40.00	51.33
Subtotal (C)	37.77		25.18		62.94
D. Financing Charges During Implementation					
1 Interest During Construction	-	-	11.96	80.00	11.96
2 Commitment Charges	-	-	1.42	100.00	1.42
Subtotal (D)	-		11.96	100.00	11.96
Total Project Cost (A+B+C+D)	200.00	65.31	106.26	34.69	306.25
% Total Project Cost		65.31		34.69	

^a annual audit cost is a part of the project administration cost to be financed by the state government.

D. Detailed Cost Estimates by Outputs/Components

Item	(\$ million)											
	Total Cost	Dumka-Hansdiha		Giridih-Jamua-Sarwan		Gobindpur-Tundi-Giridih		Kunti-Tamar		Capacity Development		
		Amount	% of Cost Category	Amount	% of Cost Category	Amount	% of Cost Category	Amount	% of Cost Category	Amount	% of Cost Category	
A. Investment Costs^a												
1 Works	163.00	50.00	30.67	39.00	23.93	44.00	26.99	30.00	18.40	-	0.00	
2 Equipment	0.80	-	0.00	-	0.00	-	0.00	-	0.00	0.80	100.00	
3 Land acquisition and resettlements	27.27	5.64	20.69	12.15	0.45	7.19	0.26	2.29	0.08	-	0.00	
4 Utilities shifting, tree plantations	6.55	2.01	30.67	1.57	0.24	1.77	0.27	1.21	0.18	-	0.00	
5 Consultants	14.73	1.75	11.85	1.75	11.85	1.75	11.85	1.75	11.85	7.75	52.61	
a. Construction supervision consultant	6.98	1.75	25.00	1.75	25.00	1.75	25.00	1.75	25.00	-	0.00	
b. Project management consultant	7.75	-	0.00	-	0.00	-	0.00	-	0.00	7.75	100.00	
6 5 Years Performance-based Maintenance	12.00	3.68	30.67	2.87	23.93	3.24	26.99	2.21	18.40	-	0.00	
Subtotal (A)	224.35	63.08	28.12	57.33	25.55	57.94	25.83	37.45	16.69	8.55	3.81	
B. Recurrent Costs												
1 Project administration	7.00	1.75	25.00	1.75	25.00	1.75	25.00	1.75	25.00	-	0.00	
Subtotal (B)	7.00	1.75	25.00	1.75	25.00	1.75	25.00	1.75	25.00	-	0.00	
Total Base Cost	231.35	64.83	28.02	59.08	25.54	59.69	25.80	39.20	16.94	8.55	3.70	
C. Contingencies												
1 Physical ^b	11.61	3.26	28.12	2.97	25.55	3.00	25.83	1.94	16.69	0.44	3.81	
2 Price ^c	51.33	14.43	28.12	13.12	25.55	13.26	25.83	8.57	16.69	1.96	3.81	
Subtotal (C)	62.94	17.70	28.12	16.08	25.55	16.26	25.83	10.51	16.69	2.40	3.81	
D. Financing Charges During Implementation^d												
1 Interest During Implementation	10.54	2.96	28.12	2.69	25.55	2.72	25.83	1.76	16.69	0.40	3.81	
2 Commitment Charges	1.42	0.40	28.12	0.36	25.55	0.37	25.83	0.24	16.69	0.05	3.81	
Subtotal (D)	11.96	3.36	28.12	3.06	25.55	3.09	25.83	2.00	16.69	0.46	3.81	
Total Project Cost (A+B+C+D)	306.25	85.89	28.04	78.22	25.54	79.04	25.81	51.70	16.88	11.40	3.72	

a. In January 2015 prices.

b. Computed at 5% for works.

c. Physical contingencies computed at 5% for civil works. Price contingencies computed at 1.5% on foreign exchange costs and 7.5% on local currency costs.

d. Includes interest and commitment charges. Interest during construction for ADB loan(s) has been computed at the 5-year forward London interbank offered rate plus a spread of 0.50% and maturity based premium of 0.10%.

Commitment charges for an ADB loan are 0.15% per year to be charged on the undisbursed loan amount.

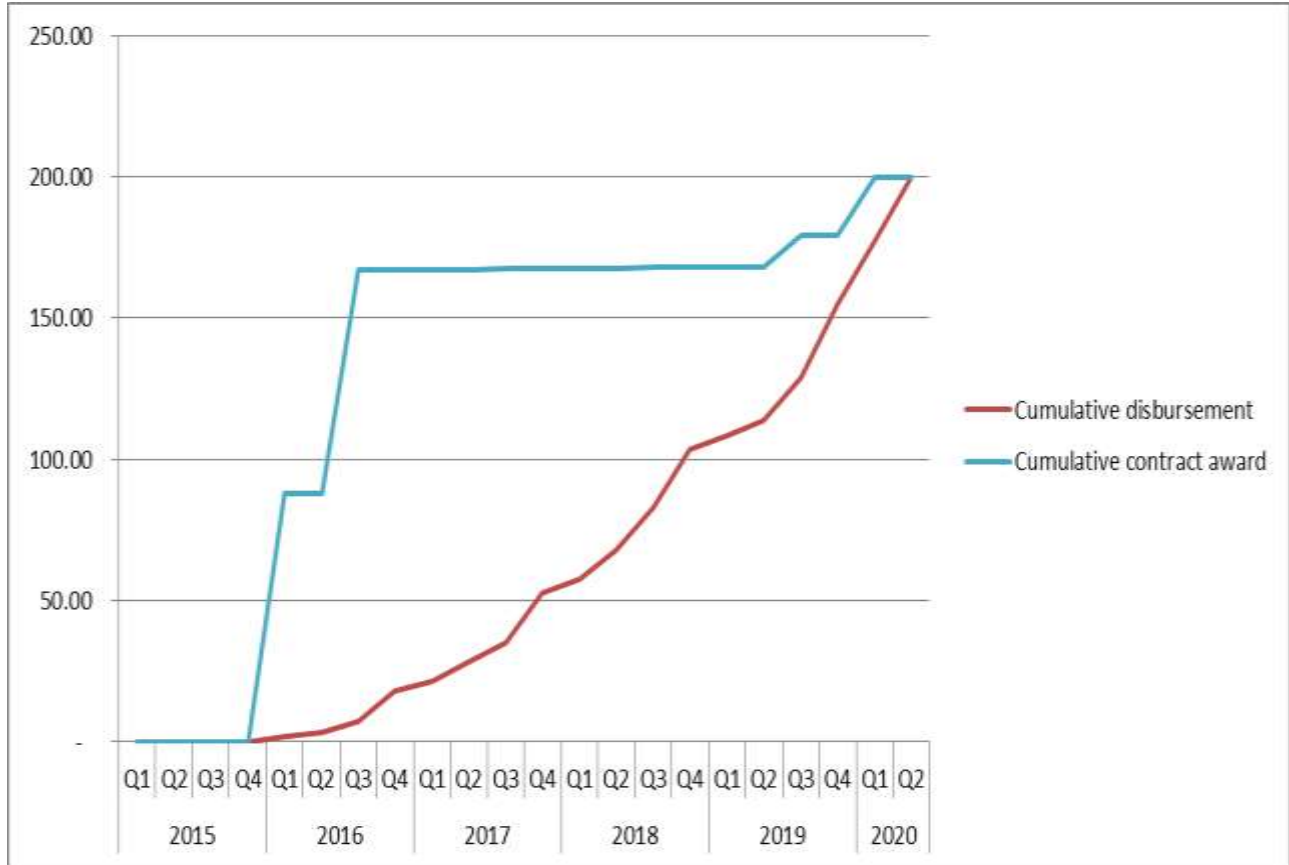
Source: Asian Development Bank estimates

E. Detailed Cost Estimates by Year

Item	(\$ Million)						
	Total Cost	2015	2016	2017	2018	2019	2020 -
A. Investment Costs							
1 Works	163.00	0.00	16.30	32.60	48.90	40.75	24.45
2 Equipment	0.80			0.40	0.40		
3 Land acquisition and resettlements	27.27	13.63	13.63				
4 Utilities shifting, tree plantations	6.55	1.31	1.31	1.31	1.31	1.31	
5 Consultants	14.73	0.00	1.47	2.95	4.42	3.68	2.21
a. Construction supervision	6.98	0.00	0.70	1.40	2.09	1.75	1.05
b. Implementation support and capacity development	7.75	0.00	0.78	1.55	2.33	1.94	1.16
6 5 Years Performance-based Maintenance	12.00					6.00	6.00
Subtotal (A)	224.35	14.94	32.72	37.26	55.03	51.74	32.66
B. Recurrent Cost							
Project administration	7.00	1.40	1.40	1.05	1.05	1.05	1.05
Subtotal (B)	7.00	1.40	1.40	1.05	1.05	1.05	1.05
Total Base Cost	231.35	16.34	34.12	38.31	56.08	52.79	33.71
C. Contingencies	62.94	0.00	3.15	3.15	3.15	18.88	34.62
D. Financing Charges During Implementation	11.96	0.36	0.60	1.20	2.39	3.35	4.07
Total Project Cost (A+B+C+D)	306.25	16.70	37.86	42.65	61.62	75.02	72.39
% Total Project Cost	100.00%	5.45%	12.36%	13.93%	20.12%	24.50%	23.64%

F. Contract and Disbursement S-curve

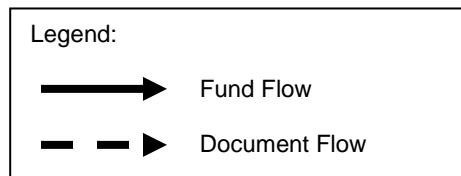
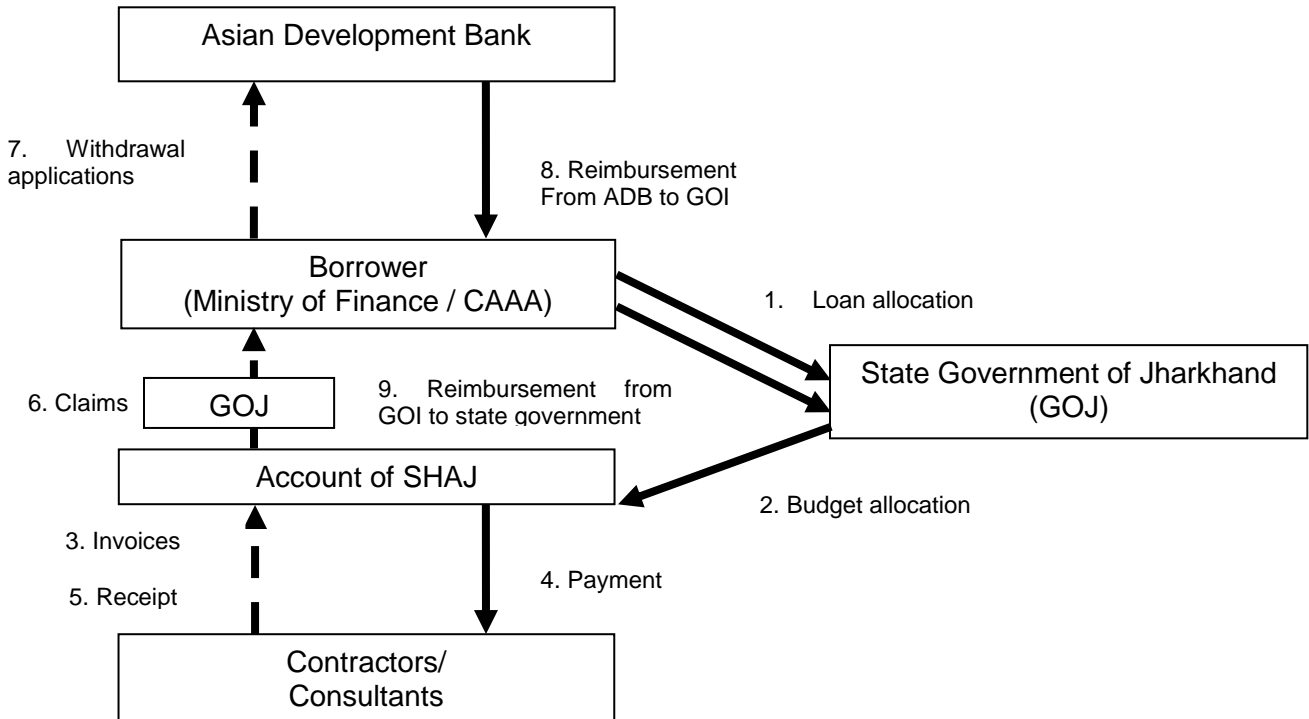
7. A graph and a table below show contract awards and disbursement over the life of the project, and annually based on the contract awards and disbursement projections.



	2016				2017				2018				2019				2020	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Disbursement	1.80	1.80	3.61	10.82	3.46	6.91	6.91	17.29	5.07	10.14	15.22	20.29	5.17	5.17	15.51	25.84	22.49	22.49
Contract award	88.08		79.01	-	-		0.40	-			0.40	-		-	11.33	-	20.77	-
Cumulative disbursement	1.80	3.61	7.21	18.03	21.49	28.40	35.32	52.61	57.68	67.82	83.04	103.32	108.49	113.66	129.17	155.01	177.50	200.00
Cumulative contract award	88.08	88.08	167.09	167.09	167.09	167.09	167.49	167.49	167.49	167.49	167.89	167.89	167.89	167.89	179.22	179.22	200.00	200.00

G. Fund Flow Diagram

8. The following diagram shows how the funds will flow from ADB, and the government to implement the project activities.



V. FINANCIAL MANAGEMENT

A. Financial Management Assessment

9. The financial management assessment of SHAJ was undertaken in 2015 in accordance with ADB's Guidelines for the *Financial Management and Analysis of Projects* (2005) and *Financial Due Diligence: a Methodology Note* (2009).² This included an assessment of the financial management capacity including fund-flow arrangements, staffing, accounting and financial reporting systems, financial information systems, internal controls, and internal and external auditing arrangements. It rated the overall pre mitigation financial management risk as substantial. Despite being set up in 2007, SHAJ is still in early stages of institutional development. Financial and accounting activities are conducted with minimal staff. SHAJ does not have its own policy and procedure manuals for financial management and follows PWD code rules and Finance Code Rules of GOJ. Financial management practices need strengthening including the development of a management information system and the internal control procedures. Nonetheless, experience under the ongoing ADB funded project under RCD indicates that fund flow arrangements in GOJ are reliable and predictable. RCD will provide adequate oversight to SHAJ including the deputation of key staff based on its experience in implementing an ADB funded project until SHAJ is able to operate more independently. PMC will support the installation of an enterprise resource planning (ERP) software integrated with financial management functions. The Financial Management Assessment has identified the following additional action points:

- Disbursement Mechanism: The application of Reimbursement procedure is recommended for this project.
- Progress Reporting: SHAJ shall prepare quarterly and monthly progress reports for the project including a comparison of actual vs budgeted expenditure along with a variance analysis.
- Project Financial Reporting and auditing – The project financial statements shall be prepared for the project in accordance with the standard terms of reference agreed between the ADB and the Comptroller Auditor General (CAG), India. A staff in RCD shall share the experience in an ADB funded project with SHAJ to comply with the submission deadline with required format.
- SHAJ shall be required to be staffed, at a minimum, with one competent and qualified chartered accountant. Internal auditor shall also be appointed who shall report directly to CEO. SHAJ governing body shall consider the establishment of an Audit Committee.
- SHAJ staff shall be provided with training in ADB disbursement and procurement guidelines.
- Policy and Procedures Manual for financial management shall be prepared to reflect adequate accounting and internal control procedures commensurate with the scope and scale of SHAJ activities.

² The detailed financial management assessment is a supplementary linked document and is available on request.

With the above risk mitigating measures, financial management arrangements are considered adequate.

B. Disbursement

10. The Loan proceeds will be disbursed in accordance with ADB's Loan Disbursement Handbook (February 2015, as amended from time to time), available at: <http://www.adb.org/documents/loan-disbursement-handbook>, and detailed arrangements agreed upon between the Government and ADB. Online training for project staff on disbursement policies and procedures is available at: http://wpqr4.adb.org/disbursement_elearning. Project staff are encouraged to avail of this training to help ensure efficient disbursement and fiduciary control.

11. The Statement of Expenditure (SOE) procedures will be used for reimbursement of eligible expenditure not exceeding \$100,000 equivalent per individual payment. SOE records should be maintained and made readily available for review by ADB's disbursement and review mission or upon ADB's request for submission of supporting documents on a sampling basis, and for independent audit.

12. ADB's imprest account procedure will not be used for the project.

13. SHAJ will be responsible for (i) preparing disbursement projections, (ii) requesting budgetary allocations for counterpart funds, (iii) collecting supporting documents, and (iv) preparing and sending withdrawal applications to ADB.

14. Before the submission of the first withdrawal application, the Government should submit to ADB sufficient evidence of the authority of the person(s) who will sign the withdrawal applications on behalf of the borrower, together with the authenticated specimen signatures of each authorized person. The minimum value per withdrawal application is US\$100,000, equivalent. Individual payments below this amount should be paid by GOJ and subsequently claimed to ADB through reimbursement.

15. All disbursements under government financing will be carried out in accordance with regulations of the GOI and GOJ.

C. Accounting

16. SHAJ will prepare project financial statements in accordance with the government's accounting laws and regulations which are consistent with international accounting principles and practices. Project financial statements shall include at a minimum, a statement of receipts and payments with accompanying notes and schedules. These shall be prepared to ensure the relevant government accounting standards and the Comptroller Auditor General approved template financial statements for donor funded projects.³

³ General Financial Rules of the Government of India (GFRs) and generally accepted accounting standards of the Government of India. The CAG approved TORs for audit and financial reporting of ADB funded projects in October 2013 are available on CAGs website.

D. Auditing

17. SHAJ will cause the detailed consolidated project financial statements to be audited in accordance with the Government's audit regulations by an auditor appointed by the Auditor General, which is acceptable to ADB. The audited financial statements (AFS) will be submitted in the English language to ADB within 6 months of the end of the fiscal year by the executing agency.

18. SOE records should be maintained and made readily available for review by ADB's disbursement and review mission or upon ADB's request for submission of supporting documents on a sampling basis, and for independent audit.

19. The annual audit report for the project financial statements will include an audit opinion which covers (i) whether the project financial statements present a true and fair view or are presented fairly, in all material respects, in accordance with the applicable financial reporting framework; (ii) whether loan proceeds were used only for the purposes of the project or not; and (iii) the level of compliance for each financial covenant contained in the legal agreements for the project, (iv) use of the imprest fund procedure; and (v) the use of the statement of expenditure procedure certifying to the eligibility of those expenditures claimed under SOE procedures, and proper use of the SOE and imprest procedures in accordance with ADB's Loan Disbursement Handbook and the project documents. If a management letter is prepared by the auditor, this shall also be submitted to ADB.

20. To ensure the timely submission of audited project financial statements, SHAJ shall formally request the Comptroller and Auditor General (CAG) to include audits of the project in their yearly work plan through the DEA. Unaudited project financial statements should be submitted to CAG for audit within 3 months of the end of the fiscal year.

21. The Government, State and SHAJ have been made aware of ADB's policy on delayed submission⁴, and the requirements for satisfactory and acceptable quality of the audited financial statements. ADB reserves the right to require an addition in the auditor as mutually agreed with the borrower, if the audits required are not conducted in a manner satisfactory to ADB, or if the audits are substantially delayed. ADB reserves the right to verify the project's financial statements to confirm that the share of ADB's financing is used in accordance with ADB's policies and procedures.

22. The Government, State and SHAJ shall submit to ADB a copy of the statutory audited financial statements of SHAJ to be carried out by the Accountant General (Audit) of the Government of Jharkhand on a timely basis as agreed..

⁴ ADB Policy on delayed submission of audited project financial statements:

- When audited project financial statements are not received by the due date, ADB will write to the executing agency advising that (i) the audit documents are overdue; and (ii) if they are not received within the next six months, requests for new contract awards and disbursement such as new replenishment of imprest accounts, processing of new reimbursement, and issuance of new commitment letters will not be processed.
- When audited project financial statements have not been received within 6 months after the due date, ADB will withhold processing of requests for new contract awards and disbursement such as new replenishment of imprest accounts, processing of new reimbursement and issuance of new commitment letters. ADB will (i) inform the executing agency of ADB's actions; and (ii) advise that the loan may be suspended if the audit documents are not received within the next six months.
- When audited project financial statements have not been received within 12 months after the due date, ADB may suspend the loan.

23. Compliance with financial reporting and auditing requirements will be monitored by review missions and during normal program supervision, and followed up regularly with all concerned, including the external auditor.

24. Public disclosure of the project financial statements, including the audit report on the project financial statements, will be guided by ADB's Public Communications Policy (2011).⁵ After review, ADB will disclose the project financial statements for the project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website. The Audit Management Letter and statutory audited financial statements of SHAJ will not be disclosed.

⁵ Available from <http://www.adb.org/documents/pcp-2011?ref=site/disclosure/publications>

VI. PROCUREMENT AND CONSULTING SERVICES

A. Advance Contracting and Retroactive Financing

25. All advance contracting and retroactive financing will be undertaken in conformity with ADB's *Procurement Guidelines* (April 2015, as amended from time to time)⁶ and ADB's *Guidelines on the Use of Consultants* (March 2013, as amended from time to time).⁷ The issuance of invitations to bid under advance contracting and retroactive financing will be subject to ADB approval. The borrower, GOJ and SHAJ have been advised that approval of advance contracting and retroactive financing does not commit ADB to finance the Project.

26. **Advance contracting.** SHAJ has requested advance action for the consultant selection process, including finalization of the request for proposal; and the tender process of works, including preparation of the bidding documents for civil works and call for tender. PIU staff of the ongoing ADB funded project in RCD will be assigned to SHAJ during the advance procurement process to ensure the compliance with ADB procurement guidelines.

27. **Retroactive financing.** SHAJ has requested approval for retroactive financing. If approved by the ADB Board, up to 20% of the amount of the loan proceeds (\$40 million, 20% of \$200 million) will be eligible for retroactive financing, provided that expenditures are incurred on works, equipment, and consulting services for the project in accordance with agreed procedures and during the 12 months before the signing of the loan and project agreements.

B. Procurement of Goods, Works and Consulting Services

28. All procurement of goods and works will be undertaken in accordance with ADB's Procurement Guidelines.

29. SHAJ and ADB have discussed procurement packages and procedures and understood that the proposed project use international competitive bidding (ICB) for all civil work packages. The procurement plan should be updated whenever change in the procurement arrangements is required and agreed.

30. An 18-month procurement plan indicating threshold and review procedures, goods, works, and consulting service contract packages and national competitive bidding guidelines is in Section C.

31. All consultants will be recruited according to ADB's Guidelines on the Use of Consultants.

32. Two consulting services with the total estimated person-months of 1,791 (179 international, 1,612 national) are required to (i) facilitate project management and implementation, and (ii) strengthen the institutional and operational capacity of the executing agency. Consulting firms will be engaged using the quality- and cost-based selection (QCBS) method with a quality: cost ratio of 90:10.

⁶ Available at: <http://www.adb.org/documents/procurement-guidelines>

⁷ Available at: <http://www.adb.org/documents/guidelines-use-consultants-asian-development-bank-and-its-borrowers>

C. Procurement Plan

33. The procurement plan is in Attachment 1 and describes all procurement of good and works to be undertaken for the Project based on the Procurement Capacity Assessment undertaken separately for SHAJ.

D. Consultant's Terms of Reference

34. The terms of reference for the construction supervision consultants (CSC) and PMC are given in the relevant sections of the terms of reference in Attachments 2-1 and 2-2.

VII. SAFEGUARDS

35. Pursuant to ADB's Safeguard Policy Statement (2009) (SPS), ADB funds may not be applied to the activities described on the ADB Prohibited Investment Activities List set forth at Appendix 5 of the SPS.

A. Environment safeguards

36. In accordance with requirements of the ADB SPS, the project has been categorized as environment category B as no significant, irreversible diverse or unprecedented environmental impacts are anticipated. One consolidated initial environmental examination (IEE) report including road specific environmental management plans (EMPs) and a standard environmental monitoring plan (EMOP) has been prepared. The EMP is a plan for mitigating all anticipated environment impacts during project construction and operation. Specific mitigation measures with details on location, time and responsible agency for implementation is given in the EMP. Mitigation measures for implementation during the construction and maintenance stage is implemented by the contractor and during operation stage by SHAJ. The EMOP is a plan for monitoring various environment quality parameters and checking the effectiveness of the EMP. It comprises of activities on testing the quality of air and water through laboratory tests, checking noise levels, physical monitoring of problems of soil erosion and habitat enhancement activities carried out and occupational health and safety issues. Quality testing of air, water and noise will be outsourced by the contractor to recognized and approved laboratories, while physical monitoring activities will be carried out by the CSC.

37. Elephant crossings exist in three of the four roads (RD01, RD03 and RD04). Various mitigation and enhancement measures including measures to reduce elephant – human conflict have been included in the respective road specific EMPs. Measures on installation of speed breakers, sign boards and solar street lights will be carried out directly by the contractor. In addition, the following activities included under civil works will be implemented by the contractor through the local Joint Forest Management (JFM) committees:

- i) Habitat enhancement activities;
- ii) Additional compensatory afforestation (for all four roads); and
- iii) Procurement and supply of dragon solar light sets to respective JFM Committee.

38. JFM Committees exist at the village level. Each JFM committee has 15 members of which 3 to 5 members are mandated to be women. The member secretary of each committee is the local Forester or Beat Officer who oversees the accounts and activities of the JFM committee. The names of villages in elephant crossing areas are provided in the IEE report. Respective JFM committees members will be identified and confirmed by the contractor under the guidance of the Environmental Specialist of the CSC during construction. Local people from the village or villages under each JFM committee will be employed for carrying out the activities listed above. Preference will be given to women to the extent possible.

39. A detailed study on elephants will be carried out by the CSC Wildlife Specialist. Additional wildlife conservation activities may be recommended by the specialist for implementation during construction. A lump sum budget provision for each of the three roads with elephant crossings has been made for this under the civil works costs. Guidance on design and implementation of these measures will be made by the Wildlife Specialist and Environment Specialist under the CSC.

40. Construction of one check dam for improving water availability for local communities is recommended for each road in the EMP. Details on the location and design of the check dams

will be finalized by the CSC in collaboration with the respective local authority to be identified by the CSC.

41. All required clearances such as the environmental clearance, forestry clearance for diversion of forest land, "No Objection" letters from wildlife agencies etc. must be obtained by SHAJ before start of construction works in the respective road sections. Permits, certificates, No objection letters etc. for activities such as operation of hot mix plants, operation of equipment and machinery, sourcing of ground water etc. must be obtained by the contractor wherever applicable before the implementation of the respective construction activity.

42. The EMP for all subprojects will be attached to the respective contract documents. The responsibilities of respective parties and agencies on implementing the environmental safeguards are given below:

- (i) **SHAJ:** Ensure that all environment safeguard requirements as stated in the IEE and loan covenants for the project is complied with. Submit annual environmental monitoring reports to ADB for disclosure on the ADB website.
 - **Safeguards Focal Person, SHAJ under Member (Administration) supported by DGM:** Implementation and monitoring of the requirements of the IEE and road specific EMP. Review and approval of quarterly and annual environmental monitoring reports for the project and submission of the annual monitoring reports to ADB for disclosure on the ADB website.
 - **Safeguards Focal Person, PIU:** Day to day monitoring of site level implementation of the EMP. Review and approval of monthly/ quarterly environmental monitoring checklists or reports prepared by the Environment Specialist under CSC.
- (ii) **Contractor:** Implementation of the EMP. Updating of the EMP when necessary, together with and in consultation with the CSC Environmental Specialist.
- (iii) **Environmental Specialist, CSC:** Regular site level monitoring, providing technical advice, on the job training, etc., to the contractor to enable smooth implementation of the EMP. Updating the EMP as necessary together and in consultation with the contractor. Preparation of monitoring checklists and quarterly monitoring reports for endorsement by the PIU environmental focal person at the site level. Based on the quarterly reports, prepare annual environmental monitoring reports and submit it to the Environmental Focal Person of SHAJ for review and approval. Provide necessary technical support to the environmental focal person at the site level as well as SHAJ. Revise the EMP and IEE if necessary.
- (iv) **Wildlife Specialist, CSC:** Conduct a study on elephant habitat and behavior and provide recommendations for additional mitigation and conservation measures to be implemented during the construction stage.
- (v) **Environmental Specialist, PMC:** Preparation of environmental assessment documents for additional selected candidate road projects for potential financing by ADB in future. Preparation of a safeguards manual on project preparation and implementation and conduction of trainings for SHAJ.

43. An initial coordination and training workshop will be carried out by ADB and PMC environmental specialist during the pre-construction stage and further during construction stages for staff of SHAJ, the PIUs, CSC and contractors.

B. Social Safeguards

44. The project is categorized as A per ADB SPS. 4 resettlement plans (RPs) have been prepared for the 4 subprojects in accordance with (i) the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013”, which is effective from 1-Jan-2014 (hereinafter called LA Act 2013); (ii) state laws and regulations; and (iii) ADB’s Safeguard Policy Statement, 2009. Displaced persons (titleholders and non-titleholders) will be compensated at replacement cost and rates for different categories of loss and special assistance are detailed in the Entitlement Matrix of the RPs. SHAJ will employ NGOs to help to facilitate land acquisition and resettlement and rehabilitation activities.

45. SHAJ, through relevant PIUs, will (i) implement the subprojects in accordance with the RPPs; (ii) ensure that all displaced persons should be paid compensation and assistance prior to the commencement of the civil works; (iii) ensure that land that is free of encumbrance can be handed over to the contractors on a sectional basis and for areas where there are displaced persons (titleholders and non-titleholders), the relevant compensation and assistance must be fully paid before affected households can be displaced; (iv) ensure that civil works can only start after the relevant sections have been declared free of encumbrance; (v) establish efficient grievance redressal mechanism in accordance with the RPs to assist affected persons to resolve grievances and complaints in a timely manner; and (vi) submit semi-annual monitoring reports to ADB on the implementation of the resettlement activities.

46. If during project implementation, any modification or additional land requirement or involuntary resettlement impacts are identified, the RP will be updated in accordance with the applicable laws referred to in the RP and prior approval of the ADB will be obtained. The RP will be updated by the Resettlement Specialist of the CSC with input from the NGO.

47. The responsibilities of respective parties and agencies on implementing the social safeguards are given below:

- (i) **SHAJ:** Ensure that all social safeguard requirements as stated in the RPs and loan covenants for the project are complied with. Submit semi-annual social monitoring reports as necessary to ADB for disclosure on the ADB website.
 - **Safeguards Focal Person, SHAJ under Member (Administration) supported by DGM:** Liaise with land acquisition authorities to ensure smooth and quick Implementation of land acquisition activities. Monitor of the requirements of the RPPs. Review and approve semi-annual social monitoring reports for the project and submission to ADB for disclosure on the ADB website.
 - **Safeguards Focal Person, PIU:** Responsible for on the ground implementation of RPPs and coordinate with NGOs. Liaise with land acquisition authorities at the district level. Review and approval of monthly/quarterly monitoring reports prepared by the NGOs and Resettlement Specialist under CSC.
- (ii) **Resettlement Implementation NGO:** Responsible for assisting SHAJ in facilitating to land acquisition and resettlement and rehabilitation activities.

- (iii) **Contractor:** Ensure the civil works only starts on the relevant section after it has been declared free of encumbrance. Coordinate closely with NGO, and be responsive to address relevant grievances.
- (iii) **Resettlement Specialist, CSC:** Conduct regular site-level monitoring, providing technical advice to the SHAJ and NGOs to enable smooth implementation of the RIPPs. Updating the RIPPs as necessary together and in consultation with the NGOs. Prepare monitoring reports on a semi-annual basis. Act as the External Monitor for the Project and provide any other necessary technical support to the safeguard focal person at the site level as well as SHAJ, NGO and other relevant stakeholders.
- (v) **Resettlement Specialist, PMC:** Support SHAJ at an institutional level. Prepare safeguards manual on project preparation and implementation and conduct trainings for SHAJ.

48. An initial coordination and training workshop will be carried out by ADB and the PMC Resettlement Specialist during the pre-construction stage and further during construction stages for staff of SHAJ, the PIUs, CSC and contractors.

C. Indigenous Peoples

49. The project is categorized as C per ADB SPS for indigenous peoples. 307 indigenous peoples households will be impacted by involuntary resettlement. The census found that these households are not distinctive because they are integrated with the dominant population of the project area. Tribal groups in the subproject areas freely interact with the outside community. Special attention should be paid to these indigenous peoples households during the implementation of resettlement activities. SHAJ should ensure continue consultation and proper disclosure of project information. If any unanticipated adverse impacts are identified during project implementation, the SHAJ with assistance from NGO and CSC will devise proactive measures to ensure indigenous peoples households will not be adversely impacted by the project. The RIPP will be updated in accordance with the applicable laws, and prior approval of the ADB will be obtained.

D. Grievance Redress Mechanism

50. The project specific grievance redress mechanism (GRM) will be established to receive, and facilitate the resolution of displaced people's concerns, complaints and grievances about the social and environmental performance at the project level. The GRM will aim to provide a time bound and transparent mechanism to voice and resolve social and environmental concerns linked with the project. The project specific GRM is not intended to bypass the government's own redress process, rather it is intended to address project affected people's concerns and complaints promptly, making it readily accessible to all segments of affected persons and is scaled to the risks and impacts of the project. Hence, depending on the nature and significance of the grievances or complaints, the GRM will comprise procedures to address grievances at the project site level and SHAJ level. There will be a 2 level GRC, one at the PIU level and one at the SHAJ level. The cost of the GRM will be borne by the EA and has already been budgeted as part of budget supporting resettlement activities. Details of the GRC can be found in the IEE and RP.

VIII. GENDER AND SOCIAL DIMENSIONS

A. Gender

51. At the project level, mitigation and proactive key actions include:
- (i) constructing over 60 bus stop shelters, 50 km of raised sidewalk in urban area, and 4 km of dedicated bicycle lane that will be beneficial to pedestrians, elderly, women, and children;
 - (ii) integrating road safety features for the elderly, women, children, and people with disabilities into road design such as proper signage, marked crossings throughout the alignment and solar powered street lighting covering about 4 km;
 - (iii) involving women in additional compensatory afforestation through existing village-level Joint Forestry Management Committees where at least 20% of members are mandated to be women and preference will be given to employment of women to the extent possible (more information can be found in the Environment Safeguards section);
 - (iv) undertaking awareness building sessions for HIV/AIDS, basic health and hygiene, and human trafficking to project affected villages; and
 - (v) encouraging civil works contractors to engage women workers as wage laborers and ensuring equal pay for equal work.
52. The above measures will be implemented by the civil works contractor or NGO and monitored by the CSC.

53. At the institutional level, PMC will integrate socially inclusive practices into SHAJ operations. This includes mainstreaming gender issues into operations such as ensuring a women-friendly workplace. PMC will also build capacity of SHAJ staff to ensure social issues such as gender, labor, health, and trafficking are considered and implemented during design and construction of future projects. All SHAJ staff will attend training on integrating gender-inclusive design and mainstreaming gender in project preparation, consultation, road construction, and maintenance. This is to ensure social issues such as gender, labor, health, and trafficking are considered and implemented during design and construction of future projects.

B. Health

54. SHAJ shall ensure that civil works contractors provide adequately for the health and safety of construction workers and further ensure that bidding documents include measures on how contractors will address this, including an information and awareness raising campaign for construction workers on sexually transmitted diseases, HIV/AIDS, and human trafficking. For affected villages, the NGOs will undertake awareness building sessions in HIV/AIDs, basic hygiene and human trafficking. CSC will conduct monitoring.

C. Labor

55. The State and SHAJ will ensure that Works contracts under the Project follow all applicable labor laws of the Government and the State and that these further include provisions to the effect that contractors; (i) carry out HIV/AIDS awareness programs for labor and disseminate information at work sites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction; and (ii) follow and implement all statutory provisions on labor (including not employing or using children as labor,

equal pay for equal work), health, safety, welfare, sanitation, and working conditions. Such contracts shall also include clauses for termination in case of any breach of the stated provisions by the contractors.

IX. PERFORMANCE MONITORING, EVALUATION, REPORTING AND COMMUNICATION

A. Project Design and Monitoring Framework

56. The design and monitoring framework (DMF) is in Attachment 3.

B. Monitoring

57. **Project performance monitoring.** The achievement of the project performance targets will be assessed following the DMF. SHAJ will, within 3 months of the loan signing, develop a systematic project performance monitoring system, in form and substance acceptable to ADB, for use throughout the life of the Project. SHAJ will also establish, within 3 months of loan effectiveness, a baseline for performance indicators to be used for monitoring implementation of each road subproject. SHAJ will conduct annual evaluation surveys for each road subproject, in accordance with the project performance monitoring system, to evaluate the scope, implementation arrangements, progress, and achievement of the project objectives.

58. **Compliance monitoring:** Compliance with covenants will be monitored through ADB's project administration missions – including project inception mission to discuss and confirm the timetable for compliance with the loan covenants; project review missions to review the borrower's compliance with particular loan covenants and, where there is any noncompliance or delay, discuss proposed remedial measures with the Government; and mid-term review mission if necessary to review covenants to assess whether they are still relevant or need to be changed, or waived due to changing circumstances.

59. **Safeguards monitoring:** Compliance with safeguard requirements will be monitored internally by designated SHAJ officers and externally by the CSC. SHAJ shall ensure compliance with the ADB's SPS, Government's rules and regulations and all the related documents agreed upon with ADB such as IEE, EMPs, and RIPPs. Compliance of the project with these documents will be reviewed by ADB review missions.

- (i) **Environment Safeguard Monitoring.** Daily/weekly records on implementation of the mitigation measures on site will be maintained by the contractor. Based on these records and spot checks of at least once a month by the PIU Safeguards Focal Person and CSC Environmental Specialist, monitoring reports will be compiled on a quarterly basis. These quarterly monitoring reports will further be compiled into an annual report for review and approval by SHAJ and further submission to ADB for disclosure on the ADB website. If there are any changes in the design or alignment or unanticipated environmental impacts, the EMP of the respective subproject will be updated to account for any additional or new environmental impacts. Further the need for revising the IEE report will also be reviewed and confirmed in discussion with ADB.
- (ii) **Social Safeguard Monitoring.** The PIU Safeguards Focal Person will be responsible for undertaking internal monitoring of the project. The CSC Resettlement Specialist will undertake external monitoring. Semi-annual monitoring reports will be submitted to ADB for review and disclosure on the ADB website. For gender and social dimensions monitoring, compliance will be monitored by CSC.

C. Evaluation

60. ADB will field regular missions to discuss progress of the subprojects and any changes to implementation arrangements or remedial measures required to be undertaken towards achieving the overall Project objectives. A midterm review of the project will be undertaken in 2017. The review will focus on institutional, administrative, organizational, technical, environmental and social aspects of the project. Within 3 months of physical completion of the Project, SHAJ will submit a project completion report to ADB.

D. Reporting

61. SHAJ will provide ADB with (i) quarterly progress reports in a format consistent with ADB's project performance reporting system; (ii) consolidated annual reports including (a) progress achieved by output as measured through the indicator's performance targets, (b) key implementation issues and solutions; (c) updated procurement plan and (d) updated implementation plan for next 12 months; and (iii) a project completion report within 3 months of physical completion of the Project. To ensure projects continue to be both viable and sustainable, project accounts and the executing agency AFSs, together with the associated auditor's report, should be adequately reviewed.

E. Stakeholder Communication Strategy

62. Salient information regarding the project, including scope, general progress status, beneficiaries, invitation for bid and consultant recruitment notices, will be provided to the general public. The information will be made available and updated through the official website of SHAJ. The safeguard documents i.e. IEE, EMPs, and RIPPs will be posted on ADB's website. SHAJ will provide relevant information, including information from the above documents in a timely manner, in an accessible place and in a form and languages understandable to the displaced people and other stakeholders. If the displaced people are illiterate other appropriate communication methods will have to be used. The resettlement implementation NGOs will play a key role in facilitating ongoing consultation and information disclosure with affected people.

63. Various information regarding the project, including scope, general progress status, beneficiaries, invitation for bids, and consultant recruitment notices, will be provided to the general public. The information will be made available and updated through the official SHAJ website and ADB. ADB's communication strategy is summarized below.

Documents for Disclosure

Project Document	Means of Communications	Frequency	Audience
Project Information Document (PID)	ADB website	Initial PID no later than 30 calendar days of approval of the concept paper; quarterly updates afterwards	General Public
Design and Monitoring Framework (DMF)	ADB website	draft DMF after fact-finding mission	General Public
Initial Environmental Examination Report (IEE)	ADB website and SHAJ website	post fact-finding mission	General Public, project-affected people in particular
Summary Poverty Reduction and Social Strategy (SPRSS)	ADB website	post fact-finding mission	General Public, project-affected people in particular
Legal Agreements	ADB website	no later than 14 days of Board approval of the project	General Public
Project Administration Manual	ADB website	After loan negotiations	General Public
Social and Environment Monitoring Reports	ADB website	Semi-annually for social and annually for environment	General Public

X. ANTICORRUPTION POLICY

64. The Government, State, and SHAJ, are advised of ADB's Anticorruption Policy (1998, as amended to date). Consistent with its commitment to good governance, accountability and transparency, implementation of the Project shall adhere to ADB's Anticorruption Policy.⁸ ADB reserves the right to review and examine, directly or through its agents, any alleged corrupt, fraudulent, collusive, or coercive practices relating to the Project. In this regard, investigation of Government officials, if any, would be requested by ADB to be undertaken by the Government. To support these efforts, relevant provisions of ADB's Anticorruption Policy are included in the Loan Regulations, Loan Agreement and the bidding documents. In particular, all contracts financed by ADB shall include provisions specifying the right of ADB to audit and examine the records and accounts of the Project executing agency, and all contractors, suppliers, consultants, and other service providers as they relate to the Project. Individuals/entities on ADB's anticorruption debarment list are ineligible to participate in ADB-financed activity and may not be awarded any contracts under the Project.⁹

65. To support these efforts, relevant provisions are included in the relevant provisions of ADB's Anticorruption Policy are included in the Loan Regulations, Agreements, and the bidding documents. In particular, all contracts financed by ADB shall include provisions specifying the right of ADB to audit and examine the records and accounts of the State and SHAJ, and all contractors, suppliers, consultants, and other service providers as they relate to the Project. Individuals/entities on ADB's anticorruption debarment list are ineligible to participate in ADB-financed activity and may not be awarded any contract under the Project.

66. ADB's Anticorruption Policy designates the Office of Anticorruption and Integrity as the point of contact to report allegations of fraud or corruption among ADB-financed projects or its staff. Office of Anticorruption and Integrity is responsible for all matters related to allegations of fraud and corruption. For a more detailed explanation refer to the Anticorruption Policy and Procedures. Anyone coming across evidence of corruption associated with the Project may contact the Anticorruption Unit by telephone, facsimile, mail, or email at the following numbers/addresses:

- by email at integrity@adb.org or anticorruption@adb.org by phone at +63 2 632 5004 by fax to +6326362152 by mail at the following address (Please mark correspondence Strictly Confidential):
- Office of Anticorruption and Integrity Asian Development Bank 6 ADB Avenue Mandaluyong City 1550 Metro Manila, Philippines

67. The website of SHAJ will provide updated, detailed information on project implementation. For example, it will include procurement-related information, such as the list of participating bidders, name of the winning bidder, basic details on bidding procedures adopted, amount of contract awarded, and the list of goods and/or services procured.

XI. ACCOUNTABILITY MECHANISM

68. People who are, or may in the future be, adversely affected by the project may submit complaints to ADB's Accountability Mechanism. The Accountability Mechanism provides an

⁸ Available at: <http://www.adb.org/Documents/Policies/Anticorruption-Integrity/Policies-Strategies.pdf>

⁹ ADB's Integrity Office web site is available at: <http://www.adb.org/integrity/unit.asp>

independent forum and process whereby people adversely affected by ADB-assisted projects can voice, and seek a resolution of their problems, as well as report alleged violations of ADB's operational policies and procedures. Before submitting a complaint to the Accountability Mechanism, affected people should make a good faith effort to solve their problems by working with the concerned ADB operations department. Only after doing that, and if they are still dissatisfied, should they approach the Accountability Mechanism.¹⁰

69. SHAJ will set up the grievance redress mechanism to receive and resolve complaints, as well as to act upon stakeholders reports of irregularities on project related matters, including grievances concerning environment and resettlement within 6 months of the loan effectiveness. The existence of this mechanism will be publicized to ensure that stakeholders are aware that a venue is available to address concerns or grievances relating to fraud, corruption, abuse, and any other aspects of project implementation.

XII. RECORD OF PAM CHANGES

70. All revisions/updates during course of implementation should be retained in this Section to provide a chronological history of changes to implemented arrangements recorded in the PAM.

¹⁰ For further information see: <http://www.adb.org/Accountability-Mechanism/default.asp>.