
LOAN NUMBER 4078-BAN(COL)

LOAN AGREEMENT
(Ordinary Operations [Concessional])

(Responsive COVID-19 Vaccines for Recovery Project Under the
Asia Pacific Vaccine Access Facility)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

ASIAN DEVELOPMENT BANK

DATED 24 JUNE 2021

BAN 55077

LOAN AGREEMENT
(Ordinary Operations [Concessional])

LOAN AGREEMENT dated 24 June 2021 between PEOPLE'S REPUBLIC OF BANGLADESH ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) ADB has received from the Borrower a governor's letter dated 7 March 2021 ("Governor's Letter"), confirming the Borrower's commitment to implement its Vaccination Allocation Plan (as defined hereinafter) and setting forth certain objectives, policies and actions of the Borrower designed to provide access within its territory to vaccines for the coronavirus disease ("COVID-19");

(B) the Borrower has applied to ADB for two loans under the Asia Pacific Vaccine Access Facility for the purposes of the Project described in Schedule 1 to this Loan Agreement;

(C) by a loan agreement of even date herewith ("Ordinary Operations Loan Agreement"), ADB has agreed to make a loan to the Borrower from ADB's ordinary capital resources in the amount of four hundred and seventy million Dollars (\$470,000,000) for the purposes of financing the Project; and

(D) 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 hereto 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 consulting 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) "DGDA" means the Directorate General of Drug Administration under the Borrower's Ministry of Health and Family Welfare or any successor thereto;

- (c) "Eligibility Criteria" means criteria, as described in paragraph 29 (including footnotes 28, 29 and 30) of ADB's policy on Support to Enhance COVID-19 Vaccine Access (as amended from time to time);
- (d) "Eligible Expenditures" means categories of expenditures agreed between ADB and the Borrower, to be financed out of the proceeds of the Loan, as set forth in the table to Schedule 3 to this Loan Agreement and as further detailed in the PAM;
- (e) "Eligible Vaccine" means a COVID-19 vaccine eligible for financing out of the proceeds of the Loan which, at all times during the Project implementation period, (i) satisfies the Eligibility Criteria, and (ii) has received all necessary authorizations of the Borrower for its distribution and administration within the territory of the Borrower, including authorization for use, and any other necessary authorizations for its manufacture, marketing or importation;
- (f) "GESI-AP" means the gender equality and social inclusion action plan prepared for the Project, including any update thereto, and agreed to between the Borrower and ADB;
- (g) "Goods" means equipment and materials as set out in the Procurement Plan and to be financed out of the proceeds of the Loan, including Eligible Vaccines and any related Nonconsulting Services such as international transportation and insurance;
- (h) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (i) "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;
- (j) "PAM" means the project administration manual for the Project dated 12 May 2021 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;
- (k) "Procurement Plan" means the procurement plan for the Project dated 12 May 2021 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Policy, the Procurement Regulations, and other arrangements agreed with ADB;
- (l) "Procurement Policy" means ADB's Procurement Policy – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (m) "Procurement Regulations" means ADB's Procurement Regulations for ADB Borrowers - Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);

- (n) "Project Executing Agency" for the purposes of, and within the meaning of, the Loan Regulations means the Finance Division of the Borrower's Ministry of Finance or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Project;
- (o) "Services" means Consulting Services and Nonconsulting Services;
- (p) "SPS" means ADB's Safeguard Policy Statement (2009);
- (q) "SRA" means entity designated by the World Health Organization as a stringent regulatory authority for purposes of assessment and approval of COVID-19 vaccines; and
- (r) "Vaccination Allocation Plan" means the National Deployment and Vaccination Plan for COVID-19 Vaccines adopted by the Borrower on 6 December 2020 (as amended from time to time) as attached to and endorsed in the Governor's Letter, which, amongst other things, describes the Borrower's prioritization of COVID-19 vaccine access consistent with international norms and safeguards against exclusion of marginalized and vulnerable groups and sets out the national policy in relation to vaccine selection, acquisition, procurement, distribution, deployment and administration, as well as any related medical waste management, in the territory of the Borrower.

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources (concessional) an amount of four hundred and seventy million Dollars (\$470,000,000).

(b) The Loan has a principal repayment period of 20 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 2% 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 and any other 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.

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 Eligible 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 Eligible Expenditures 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. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 30 November 2024 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, 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 Services, and any relevant records and documents.

ARTICLE V

Effectiveness

Section 5.01. The following is specified as an additional condition to the effectiveness of this Loan Agreement for the purposes of Section 9.01(f) of the Loan Regulations: the Ordinary Operations Loan Agreement shall have been duly authorized by, and executed and delivered on behalf of, the Borrower, and all conditions precedent to its effectiveness, other than a condition requiring the effectiveness of this Loan Agreement, shall have been fulfilled.

Section 5.02. A date 90 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 Borrower's Ministry of Finance 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

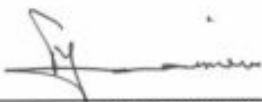
Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 8636-2444
(632) 8636-2338.


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
Economics 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 vaccinate target populations against COVID-19. The Project is described in more detail in the Governor's Letter.
2. The Project shall comprise the procurement of safe and effective vaccines against COVID-19 in compliance with the Eligibility Criteria.
3. The Project is expected to be completed by 31 May 2024.

SCHEDULE 2
Amortization Schedule

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in Dollars)*
1 November 2026	11,750,000
1 May 2027	11,750,000
1 November 2027	11,750,000
1 May 2028	11,750,000
1 November 2028	11,750,000
1 May 2029	11,750,000
1 November 2029	11,750,000
1 May 2030	11,750,000
1 November 2030	11,750,000
1 May 2031	11,750,000
1 November 2031	11,750,000
1 May 2032	11,750,000
1 November 2032	11,750,000
1 May 2033	11,750,000
1 November 2033	11,750,000
1 May 2034	11,750,000
1 November 2034	11,750,000
1 May 2035	11,750,000
1 November 2035	11,750,000
1 May 2036	11,750,000
1 November 2036	11,750,000
1 May 2037	11,750,000
1 November 2037	11,750,000
1 May 2038	11,750,000
1 November 2038	11,750,000
1 May 2039	11,750,000
1 November 2039	11,750,000
1 May 2040	11,750,000
1 November 2040	11,750,000
1 May 2041	11,750,000
1 November 2041	11,750,000
1 May 2042	11,750,000
1 November 2042	11,750,000
1 May 2043	11,750,000
1 November 2043	11,750,000

Schedule 2

1 May 2044	11,750,000
1 November 2044	11,750,000
1 May 2045	11,750,000
1 November 2045	11,750,000
1 May 2046	11,750,000
Total	470,000,000

* 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 Eligible Expenditures 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 Eligible Expenditures, and disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Table.

3. With respect to any COVID-19 vaccine, ADB shall only finance those that continue to qualify as an Eligible Vaccine at the time a withdrawal request is made from the Loan Account.

Interest Charge

4. 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

5. 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, in consultation with 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, in consultation with the Borrower, reallocate such excess amount to any other Category.

Disbursement Procedures

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

Advance Financing and Retroactive Financing

7. Withdrawals from the Loan Account may be made for advance financing for up to 6 months of estimated Eligible Expenditures or 50% of the total Loan amount, whichever is lower, in accordance with the advance fund procedures described in the Loan Disbursement Handbook.

8. Withdrawals from the Loan Account may be made for Eligible Expenditures incurred under the Project before the Effective Date in connection with Goods and Services, subject to a maximum amount equivalent to 30% of the Loan amount; provided that the expenditures have been incurred after the allocation by the Borrower of resources to respond to the COVID-19 pandemic, but not earlier than 12 months before the date of this Loan Agreement.

9. The aggregate of the outstanding balance of the advance financing amount and the percentage approved for retroactive financing shall not, at any time, exceed 60% of the Loan amount.

Condition for Withdrawals from Loan Account

10. Notwithstanding any other provision of this Loan Agreement, no withdrawals shall be made from the Loan Account for financing:

- (a) an advance payment for a contract to supply Eligible Vaccines until ADB has received a letter from the Borrower confirming (i) which COVID-19 vaccine(s) has/have been selected to be procured using the proceeds of the Loan; and (ii) which of the Eligibility Criteria has been satisfied in respect of the selected COVID-19 vaccines; or
- (b) a contract to supply Eligible Vaccines until ADB has received a letter from the Borrower confirming (i) which COVID-19 vaccine(s) has/have been selected to be procured using the proceeds of the Loan; (ii) which of the Eligibility Criteria has been satisfied in respect of the selected COVID-19 vaccines; and (iii) that such COVID-19 vaccine(s) has/have received all necessary authorizations of the Borrower, and have been authorized by DGDA and any other relevant regulatory authorities for distribution and administration within the territory of the Borrower; and

based on the information provided in the aforementioned letter, ADB has notified the Borrower that the COVID-19 vaccine(s) to be procured are designated as Eligible Vaccines.

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** and Services	442,410,000	100% of total expenditure claimed*
2	Interest Charge	16,060,000	100% of amounts due
3	Unallocated	11,530,000	
	TOTAL	470,000,000	

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

** Subject to the condition for withdrawal described in paragraph 10 of Schedule 3.

SCHEDULE 4

Execution of Project; Financial Matters

Implementation Arrangements

1. The Borrower 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.

Procurement

2. The Borrower shall ensure that:

- (a) unless otherwise approved by ADB, the procurement of Goods and Services is carried out in accordance with the Procurement Policy and the Procurement Regulations;
- (b) Goods 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. The Borrower may modify the detailed arrangements set forth in the Procurement Plan only with the prior agreement of ADB, and such modifications must be set out in updates to the Procurement Plan;
- (c) Goods and Services may also be procured under the Project from non-member countries of ADB; and
- (d) (i) all Goods procured 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 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.

3. The Borrower may appoint a procurement agent to carry out the procurement of Eligible Vaccines in accordance with the terms and conditions set forth in the Procurement Plan. The Borrower shall ensure that such procurement agent follows all of the requirements of this Loan Agreement and the Procurement Plan.

Safeguards

4. The Borrower shall ensure that the Project does not have any environmental, tribes, minor races, ethnic sects and communities or involuntary resettlement impacts under the SPS. In the event that the Project does have any such impact, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with the SPS.

Prohibited List of Investments

5. The Borrower shall ensure that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Vaccine Selection; Vaccination Allocation Plan

6. The Borrower:

- (a) represents that it has conducted its own due diligence, and made its own independent determination of, the quality, safety, and efficacy of the Eligible Vaccines to be procured under the Project;
- (b) shall ensure that Loan proceeds allocated for financing of vaccines shall only be used for the procurement of a vaccine which has been confirmed by ADB to be an Eligible Vaccine;
- (c) assumes sole responsibility for the selection, importation, procurement, distribution, marketing or administration, of any Eligible Vaccine under the Project, and agrees that ADB shall have no responsibility or liability in respect thereof;
- (d) shall ensure that the deployment, distribution and administration of Eligible Vaccines are implemented in accordance with the Vaccination Allocation Plan; and
- (e) shall (i) inform and exchange views with ADB on any changes to the Vaccination Allocation Plan and any sector, legal, regulatory or policy reform discussions that may be held with other bilateral or multilateral agencies that may have implications on the implementation of the deployment, distribution and administration of the Eligible Vaccines; and (ii) provide ADB a reasonable opportunity to comment on any resulting policy proposal.

7. In instances where any COVID-19 vaccine which ADB has not confirmed as an Eligible Vaccine is proposed for procurement under the Project subsequent to the initial withdrawal from the Loan Account for any Eligible Vaccine, the Borrower shall ensure that no withdrawal request is made from the Loan Account in relation to such vaccine until:

- (a) ADB has received a letter from the Borrower confirming (i) which of the Eligibility Criteria has been satisfied in respect of such vaccine; and (ii) that such vaccine has received all necessary authorizations of the Borrower, and has been authorized by DGDA and any other relevant regulatory authorities for distribution and administration within the territory of the Borrower; and
- (b) based on the information provided in the aforementioned letter, ADB has notified the Borrower that such vaccine is designated as an Eligible Vaccine.

Compliance with Local Laws

8. The Borrower shall ensure that the selection, importation, procurement, deployment, distribution, marketing, administration and disposal of any Eligible Vaccine is conducted in accordance with the applicable laws and regulations of the Borrower.

9. The Borrower, through DGDA and any other relevant regulatory authorities, shall promptly take all such steps as may be necessary to facilitate the continuing authorization of Eligible Vaccines for distribution and administration within the territory of the Borrower, including through the prompt issuance or renewal of all the necessary authorizations, provided that the requisite quality, safety, efficacy and other legal requirements for authorization continue to be met. The Borrower shall promptly inform ADB of any event or circumstance which may arise that may prevent, hinder, delay or place conditions on such continuing authorization.

Vaccine Storage, Transportation and Waste Management

10. The Borrower shall ensure that:

- (a) Eligible Vaccines are properly stored, handled and transported within the territory of the Borrower to preserve their quality, efficacy and safety in accordance with, the relevant vaccine manufacturer's requirements, applicable laws and regulations of the Borrower and international good practice, including the effective vaccine management framework of the World Health Organization and the United Nations Children's Fund; and
- (b) any medical or other waste generated in connection with the storage, transportation, distribution or administration of Eligible Vaccines and associated medical equipment is properly treated, disposed of and managed in accordance with the Vaccination Allocation Plan, Bangladesh Medical Waste (Management and Processing) Rules of 2008, Infectious Diseases (Prevention, Control and Elimination) Act of 2018 and COVID-19-Related Medical Waste Management Guidelines and Standard Operating Procedure.

Limitation of Liability

11. The Borrower acknowledges and agrees that:

- (a) the confirmation by ADB of any vaccine as an Eligible Vaccine does not constitute an endorsement, or warranty of the fitness, by ADB of such vaccine for any particular purpose, including with regard to its quality, safety or efficacy, and the Borrower is exclusively responsible for authorizing the use of any Eligible Vaccines, for distribution and administration within the territory of the Borrower, including but not limited to quality monitoring throughout the supply chain, compliance with applicable treatment guidelines and application of measures to monitor and address adverse reactions; and
- (b) ADB disclaims any and all financial or other liability and responsibility for any injury, death, loss, damage or other prejudice of any kind whatsoever

that may arise as a result of or in connection with the selection, procurement, importation, manufacturing, fill and finish, distribution, marketing, administration or use of any vaccine under the Project or the treatment, disposal, or management of any medical or other waste generated in connection with the storage, handling, transportation, distribution or administration of any such vaccine.

Gender and Development

12. The Borrower shall ensure that (a) the GESI-AP 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 GESI-AP; (c) adequate resources are allocated for implementation of the GESI-AP; and (d) progress on implementation of the GESI-AP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Counterpart Support

13. The Borrower shall make available through budgetary allocations or other means, all counterpart funds required for the timely and effective implementation of the Project.

14. In addition to the foregoing, the Borrower shall ensure that the Project Executing Agency and implementing agencies have sufficient funds to satisfy its liabilities arising from any Goods and/or Services contract.

Financial Matters

15. The Borrower shall ensure that the agreed financial management action plan set out in the PAM is implemented within the stipulated time frame and the progress toward achieving the targets, are monitored and reported to ADB.

Governance and Anticorruption

16. 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, or other integrity violations relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

17. 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. Firms or individuals who are debarred or temporarily suspended by ADB are ineligible to participate in ADB financed, administered or supported activities.