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GRANT NUMBER 0370-SAM(SF)

GRANT NUMBER 0373-SAM(SF)

GRANT AGREEMENT  
(Special Operations)

(Renewable Energy Development and Power Sector Rehabilitation Project)

between

INDEPENDENT STATE OF SAMOA

and

ASIAN DEVELOPMENT BANK

DATED 31 January 2014

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SAM 46044

**GRANT AGREEMENT  
(Special Operations)**

GRANT AGREEMENT dated 31 January 2014 between INDEPENDENT STATE OF SAMOA ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Recipient has applied to ADB for a grant from its Special Funds resources for the purposes of financing component A of the Project described in Schedule 1 to this Grant Agreement ("ADF Grant");

(B) the Recipient has also applied to ADB for an additional grant from its Special Funds resources under the Disaster Response Facility ("DRF") for the purposes of financing component A(i) of the Project ("DRF Grant", and together with the ADF Grant, "Grants");

(C) by a grant agreement of even date herewith ("Clean Energy Fund Grant Agreement"), ADB has agreed to make the proceeds of a grant ("Clean Energy Fund Grant") available to the Recipient from the Clean Energy Fund under the Clean Energy Financing Partnership Facility in an amount of one million Dollars (\$1,000,000) for the purposes of financing components B and C of the Project;

(D) the Project will be carried out by the Electric Power Corporation ("EPC"), and for this purpose the Recipient will make available to EPC the proceeds of the grants provided for herein upon terms and conditions satisfactory to ADB; and

(E) ADB has agreed to make the Grants to the Recipient from ADB's Special Funds resources upon the terms and conditions set forth herein and in the Project Agreement which shall be executed subsequently between ADB and EPC;

NOW THEREFORE the parties agree as follows:

**ARTICLE I**

**Grant Regulations; Definitions**

Section 1.01. All the provisions of the Special Operations Grant Regulations of ADB, dated 7 February 2005 ("Grant Regulations"), are hereby made applicable to this Grant Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

(a) Section 2.01(16) is deleted and the following is substituted therefor:

"Project Agreement" means the Project Agreement which shall be executed subsequently between ADB and EPC.

- (b) The term "Project Executing Agency" appearing in Sections 6.01(a), 8.01(c), 8.01(e), 8.01(i), 9.01(b) and 9.02(b) of the Grant Regulations shall be substituted by the term "EPC".

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

- (a) "ADF Grant" means the grant described in recital (A) hereinabove;
- (b) "CCTC" means the consultancy component of the turnkey contractor;
- (c) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2013, as amended from time to time);
- (d) "Consulting Services" means the services to be financed out of the proceeds of the Clean Energy Fund Grant as referred to in paragraph 3 of Schedule 1 to this Grant Agreement;
- (e) "Environmental Management Plan" or "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;
- (f) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (g) "EPC" means the Electric Power Corporation, established and operating under the Electricity Power Corporation Act (1980) of the Recipient, or any successor thereto acceptable to ADB;
- (h) "Goods" means equipment and materials to be financed out of the proceeds of the Grants, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;
- (i) "Initial Environmental Examination" or "IEE" means the initial environmental examination for the Project, including any update thereto, prepared and submitted by the Recipient and cleared by ADB;
- (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) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2012, as amended from time to time);
- (l) "MOF" means the Ministry of Finance of the Recipient or any successor thereto acceptable to ADB;
- (m) "MW" means megawatt;

- (n) "O&M" means operation and maintenance;
- (o) "PAM" means the project administration manual for the Project dated 3 September 2013 and agreed between the Recipient and ADB, as updated from time to time in accordance with the respective administrative procedures of the Recipient and ADB;
- (p) "PGS" means the project gender strategy;
- (q) "PMU" means the Project Management Unit to be set up within EPC for the implementation of the Project;
- (r) "POEs" means the project owner's engineers;
- (s) "Procurement Guidelines" means ADB's Procurement Guidelines (2013, as amended from time to time);
- (t) "Procurement Plan" means the procurement plan for the Project as included in the PAM, and agreed between the Recipient and ADB, as updated from time to time in accordance with the Procurement Guidelines, the Consulting Guidelines, and other arrangements agreed with ADB;
- (u) "Project Executing Agency" for the purposes of, and within the meaning of, the Grant Regulations means MOF or any successor thereto acceptable to ADB;
- (v) "Project Implementing Agency" for the purposes of the Project means EPC or any successor thereto;
- (w) "Resettlement Plan" or "RP" means the resettlement plan for the Project, including any update thereto, prepared and submitted by the Recipient and cleared by ADB;
- (x) "Safeguard Policy Statement" or "SPS" means ADB's Safeguard Policy Statement (2009);
- (y) "Safeguards Monitoring Report" means each report prepared and submitted by the Recipient to ADB that describes progress with implementation of and compliance with the EMP and the RP, including any corrective and preventative actions;
- (z) "SHP" means small hydropower plant;
- (aa) "Subsidiary Grant Agreement" means the agreement between the Recipient and EPC referred to in Section 3.01(a) of this Grant Agreement and in Section 3.01(a) of the Clean Energy Fund Grant Agreement; and
- (bb) "Works" means construction or civil works to be financed out of the proceeds of the Grants, 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 Grants

Section 2.01. (a) ADB agrees to make available to the Recipient from ADB's Special Funds resources an amount of ten million Dollars (\$10,000,000); and

(b) ADB agrees to make available to the Recipient from the DRF of ADB's Special Funds resources an amount of eight million two hundred and ten thousand Dollars (\$8,210,000).

## ARTICLE III

### Use of Proceeds of the Grants

Section 3.01. (a) The Recipient shall make the proceeds of the Grants available to EPC under a Subsidiary Grant Agreement upon terms and conditions satisfactory to ADB.

(b) The Recipient shall cause the proceeds of the Grants to be applied to the financing of expenditures on the Project in accordance with the provisions of this Grant Agreement and the Project Agreement.

Section 3.02. The proceeds of the Grants shall be allocated and withdrawn in accordance with the provisions of Schedule 2 to this Grant Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and ADB.

Section 3.03. Except as ADB may otherwise agree, the Recipient shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Grants in accordance with the provisions of Schedule 3 to this Grant Agreement.

Section 3.04. Except as ADB may otherwise agree, the Recipient shall cause all items of expenditure financed out of the proceeds of the Grants to be used exclusively in the carrying out of the Project.

Section 3.05. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 30 June 2019 or such other date as may from time to time be agreed between the Recipient and ADB.

## ARTICLE IV

### Particular Covenants

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

Section 4.02. The Recipient shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

Section 4.03. ADB shall disclose the annual audited 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.

Section 4.04. The Recipient shall take all actions which shall be necessary on its part to enable EPC to perform its obligations under the Project Agreement, and shall not take or permit any action which would interfere with the performance of such obligations.

Section 4.05. (a) The Recipient shall exercise its rights under the Subsidiary Grant Agreement in such a manner as to protect the interests of the Recipient and ADB and to accomplish the purposes of the Grants.

(b) No rights or obligations under the Subsidiary Grant Agreement shall be assigned, amended, or waived without the prior concurrence of ADB.

## ARTICLE V

### Suspension

Section 5.01. The following are specified as additional events for suspension of the right of the Recipient to make withdrawals from the Grant Accounts for the purposes of Section 8.01(k) of the Grant Regulations:

(a) the Recipient or EPC shall have failed to perform any of its obligations under the Clean Energy Fund Grant Agreement; and

(b) the Recipient or EPC shall have failed to perform any of its obligations under the Subsidiary Grant Agreement.

## ARTICLE VI

### Effectiveness

Section 6.01. The following is specified as an additional condition to the effectiveness of this Grant Agreement for the purposes of Section 9.01(e) of the Grant Regulations: the Clean Energy Fund Grant Agreement shall have been duly executed and delivered, and all conditions precedent to its effectiveness, other than a condition requiring the effectiveness of this Grant Agreement, shall have been fulfilled, or arrangements satisfactory to ADB shall have been made for the fulfillment thereof within a period of time satisfactory to ADB.

Section 6.02. The following is specified as an additional matter, for the purposes of Section 9.02(c) of the Grant Regulations, to be included in the opinion or opinions to be furnished to ADB: the Clean Energy Fund Grant Agreement has been duly executed and delivered, and all conditions precedent to its effectiveness, other than a condition requiring the effectiveness of this Grant Agreement, have been fulfilled, or arrangements satisfactory to ADB have been made for the fulfillment thereof within a period of time satisfactory to ADB.

Section 6.03. A date 90 days after the date of this Grant Agreement is specified for the effectiveness of this Grant Agreement for the purposes of Section 9.04 of the Grant Regulations.

## ARTICLE VII

### Delegation of Authority

Section 7.01. The Recipient hereby designates EPC as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 3.02 and 3.03 of this Grant Agreement and under Sections 5.01, 5.02, 5.03 and 5.04 of the Grant Regulations.

Section 7.02. Any action taken or any agreement entered into by EPC pursuant to the authority conferred under Section 7.01 of this Grant Agreement shall be fully binding on the Recipient and shall have the same force and effect as if taken by the Recipient.

Section 7.03. The authority conferred on EPC under Section 7.01 of this Grant Agreement may be revoked or modified by agreement between the Recipient and ADB.

**ARTICLE VIII****Miscellaneous**

Section 8.01. The Minister of Finance of the Recipient is designated as representative of the Recipient for the purposes of Section 11.02 of the Grant Regulations.

Section 8.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

For the Recipient

Ministry of Finance  
Private Bag  
Apia, Samoa

Facsimile Number:

+685 21-312.

For ADB

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

Facsimile Numbers:

+63 2 636-2444

+63 2 636-2446.



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

INDEPENDENT STATE OF SAMOA

By   
BHIMANTARA WIDYAJALA  
Authorized Representative

ASIAN DEVELOPMENT BANK

By   
TAKEHIKO NAKAO  
President

## SCHEDULE 1

### Description of the Project

1. The objective of the Project is that customers within the project area have access to a higher share of electricity generated by hydropower.

2. The Project shall comprise:

**Component A: Implementation of 5.50 MW of hydropower capacity in the project area, including:**

- (i) rehabilitating, and reconnecting to the grid, 3 SHPs on Upolu damaged by Cyclone Evan, with a total installed capacity of 4.69 MW: (a) the 1.74 MW Fale ole Fee plant; (b) the 1.05 MW Alaoa plant, and (c) the 1.9 MW Samasoni plant; and
- (ii) building and connecting to the existing grid 3 new SHPs with a combined capacity of 0.81 MW: (a) the 0.19 MW Faleaseela plant on Upolu; (b) the 0.46 MW Tafitoala plant on Upolu; and (c) the 0.16 MW Faleata plant on Savai'i.

**Component B: O&M knowledge transfer program**

Provision of capacity development to EPC through an O&M knowledge transfer program, provided by the CCTC, including the following:

- (i) preparation of an O&M manual for SHPs; and
- (ii) theoretical and on-the-job training on hydropower asset management, starting 3 months before SHP commissioning and continuing up to 2 years after SHP commissioning.

**Component C: Efficient project implementation and management**

Assistance to EPC through the POEs for efficient project implementation and management.

3. The Project includes the provision of Consulting Services for the capacity building services described in components B and C above.

4. The Project is expected to be completed by 31 December 2018.

## SCHEDULE 2

### Allocation and Withdrawal of Grant Proceeds

#### General

1. The tables attached to this Schedule set forth the Categories of items of expenditure to be financed out of the proceeds of the Grants and the allocation of amounts of the Grants to each such Category ("Tables"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Tables.)

#### Basis for Withdrawal from the Grant Accounts

2. Except as ADB may otherwise agree, the proceeds of the Grants shall be disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Tables.

#### Reallocation

3. Notwithstanding the allocation of Grant proceeds and the withdrawal percentages set forth in each of the Tables,

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

#### Disbursement Procedures

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

#### Condition for Withdrawal from the Grant Accounts

5. Notwithstanding any other provision of this Grant Agreement and except as ADB may otherwise agree, no withdrawals shall be made from the Grant Accounts, unless the Subsidiary Grant Agreement, in form and substance satisfactory to ADB, has been duly authorized and ratified by, and executed and delivered on behalf of, the Recipient and EPC, and has become legally binding upon the parties thereto in accordance with its terms.

## TABLES

<b>ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS (Renewable Energy Development and Power Sector Rehabilitation Project)</b>			
<b>Number</b>	<b>Item</b>	<b>Total Amount Allocated for ADB Financing (ADF) (\$)  Category</b>	<b>Basis for Withdrawal from the Grant Account</b>
1	Civil Works – New SHPs*	8,160,000	100% of total expenditure claimed**
2	Civil Works – Rehabilitation of SHPs*	910,000	9.7% of total expenditure claimed**
3	Unallocated – New SHPs	930,000	
	<b>Total</b>	<b>10,000,000</b>	

\*Subject to the condition for withdrawal from the grant account.

\*\*Exclusive of taxes and duties imposed within the territory of the Recipient.

<b>ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS (Renewable Energy Development and Power Sector Rehabilitation Project)</b>			
<b>Number</b>	<b>Item</b>	<b>Total Amount Allocated for ADB Financing (ADF-DRF) (\$)  Category</b>	<b>Basis for Withdrawal from the Grant Account</b>
1	Civil Works – Rehabilitation of SHPs**	7,450,000	79.6% of total expenditure claimed*
2	Unallocated – Rehabilitation of SHPs	760,000	
	<b>Total</b>	<b>8,210,000</b>	

\*Exclusive of taxes and duties imposed within the territory of the Recipient.

\*\*Subject to the condition for withdrawal indicated in paragraph 5 of Schedule 2 to this Grant Agreement.

### SCHEDULE 3

#### Procurement of Goods, Works and Consulting Services

##### General

1. The procurement of Goods, Works and Consulting Services shall be subject to and governed by the Procurement Guidelines, and the Consulting Guidelines, respectively.
2. All terms used in this Schedule and not otherwise defined in this Grant Agreement have the meanings provided in the Procurement Guidelines and/or the Consulting Guidelines, as applicable.

##### Goods and Works

3. Except as ADB may otherwise agree, Goods and Works shall only be procured on the basis of the methods of procurement set forth below:
  - (a) international competitive bidding; and
  - (b) shopping.
4. The methods of procurement are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Recipient may only modify the methods of procurement or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

##### Condition for Award of Contract

5. The Recipient shall not award any Works contract which involves environmental impacts until:
  - (a) the Ministry of Natural Resources and Environment has granted the final approval of the IEE; and
  - (b) the Recipient has incorporated the relevant provisions from the EMP into the Works contract.
6. The Recipient shall not award any Works contract which involves involuntary resettlement impacts, until the Recipient has prepared and submitted to ADB the final RP based on the Project's detailed design, and obtained ADB's clearance of such RP.

##### Consulting Services

7. The Recipient shall apply the following method for selecting and engaging POEs, in accordance with, among other things, the procedures set forth in the Procurement Plan: fixed budget selection.
8. The Recipient shall recruit the individual consultants for the Project in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

9. (a) The Recipient shall ensure that all Goods and Works procured (including without limitation 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.

(b) The Recipient shall ensure that all contracts for the procurement of Goods and Works contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in subparagraph (a) of this paragraph.

10. The Recipient shall ensure that all ADB-financed contracts with consultants contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the consulting services provided do not violate or infringe any industrial property or intellectual property right or claim of any third party.

ADB's Review of Procurement Decisions

11. Contracts procured under international competitive bidding procedures and contracts for Consulting Services shall be subject to prior review by ADB, unless otherwise agreed between the Recipient and ADB and set forth in the Procurement Plan.

## SCHEDULE 4

### Execution of Project; Financial Matters

#### Implementation Arrangements

1. The Recipient 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 Recipient and ADB. In the event of any discrepancy between the PAM and this Grant Agreement, the provisions of this Grant Agreement shall prevail.
2. The Recipient shall ensure that the PMU established as part of the EPC with the responsibility to implement the Power Sector Expansion Project will function as the PMU for the Project and with such staff and resources as necessary for the efficient implementation of the Project.
3. The Recipient and the Project Executing Agency shall ensure that to the extent possible under the prevailing laws of the Recipient, the staff members who will receive training under the Project will be retained in their current positions and will not be transferred unnecessarily so that the Project can benefit from their skills.

#### Use of Insurance Compensation

4. The Recipient, the Project Executing Agency, and EPC shall ensure that the currently anticipated insurance compensation of one million Dollars (\$1,000,000) towards the damages caused by Cyclone Evan is used to finance component A(i) of the Project. The Recipient and the Project Executing Agency shall cause EPC to ensure that any additional insurance compensation that may be received by EPC is used to finance component A(i) of the Project, and that ADB's DRF Grant portion will be correspondingly reduced, as appropriate.

#### Environment

5. The Recipient shall ensure, or cause the Project Executing Agency to ensure, that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Recipient relating to environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the IEE/EIA, the EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

#### Land Acquisition and Involuntary Resettlement

6. The Recipient shall ensure, or cause the Project Executing Agency to ensure, that all land and all rights-of-way required for the Project are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Recipient relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; and (c) all measures and

requirements set forth in the RP, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.

7. Without limiting the application of the Involuntary Resettlement Safeguards or the RP, the Recipient shall ensure, or cause the Project Executing Agency to ensure, that no physical or economic displacement takes place in connection with the Project until:

- (a) compensation and other entitlements have been provided to affected people in accordance with the RP; and
- (b) a comprehensive income and livelihood restoration program has been established in accordance with the RP.

8. The Recipient shall ensure that the project steering committee, comprising representatives of MOF, EPC, the Ministry of Natural Resource and Environment, Attorney General's Office and the Ministry of Women Community and Social Development, shall receive and resolve complaints/grievances or act upon reports from stakeholders on grievances due to resettlement issues. The project steering committee shall (a) make public the existence of its grievance redress mechanism, through a public awareness campaign; (b) review and address grievances of stakeholders of the Project in relation to the resettlement issues in connection with component A(i) of the Project; and (c) proactively and constructively respond to them.

#### Human and Financial Resources to Implement Safeguards Requirements

9. The Recipient shall make available, or cause the Project Executing Agency to make available, necessary budgetary and human resources to fully implement the EMP and the RP.

#### Safeguards – Related Provisions in Bidding Documents and Works Contracts

10. The Recipient shall ensure, or cause the Project Executing Agency to ensure, that all bidding documents and contracts for Works contain provisions that require contractors to:

- (a) comply with the measures relevant to the contractor set forth in the IEE, the EMP and the RP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures;
- (c) provide the Recipient with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP and the RP;



- (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and
- (e) reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.

#### Safeguards Monitoring and Reporting

11. The Recipient shall do the following or cause the Project Executing Agency to do the following:

- (a) submit semiannual Safeguards Monitoring Reports 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 the Project that were not considered in the IEE, the EMP and the RP, 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 EMP or the RP promptly after becoming aware of the breach.

#### Labor Standards

12. The Recipient shall ensure that the bidding documents under the Project will include specific provisions to comply with all: (a) applicable labor laws and core labor standards on (i) prohibition of child labor as defined in national legislation for construction and maintenance activities, (ii) equal pay for equal work for equal value regardless of gender, ethnicity or caste, and (iii) elimination of forced labor; and (b) requirement to disseminate information on sexually transmitted diseases including HIV/AIDS to employees and local communities surrounding the project areas.

#### Gender and Development

13. The Recipient shall ensure that the PGS is fully implemented to achieve its targets, including employment of women constituting at least 5% of workforce for local construction contracts. The Project Implementing Agency shall allocate resources, prepare any necessary manuals, conduct training, monitor implementation and ensure regular reporting on the implementation of the PGS.

#### Counterpart Support

14. The Recipient and the Project Executing Agency shall make available all counterpart funds required for timely and effective implementation of the Project, including any funds required to meet additional costs arising from unforeseen circumstances.

Governance and Anticorruption

15. The Recipient, the Project Executing Agency, and the Project Implementing Agency 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.

16. The Project Executing Agency and the Project Implementing Agency 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 agency and all contractors, suppliers, consultants, and other service providers as they relate to the Project.

17. The Recipient, the Project Executing Agency, and the Project Implementing Agency shall announce the Project and business opportunities associated with the Project on their websites. Such announcements, when dealing with contracts awarded, shall at least disclose (a) the list of participating bidders, (b) the name of the winning bidder, (c) the amount of the contracts awarded, and (d) the goods and services procured. The Project Executing Agency shall designate an officer at the PMU as contact point for queries and complaints with regard to procurement and consulting services recruitment and other implementation activities.