
GRANT NUMBER 0569-TAJ(SF)
[Additional to Loan No. 3451-TAJ(SF) and
Grant Nos. 0509 and 0510-TAJ(SF)]

GRANT AGREEMENT
(Special Operations)

(CAREC Corridors 2, 5 and 6 [Dushanbe – Kurgonteppa] Road Project – Additional
Financing)

between

REPUBLIC OF TAJIKISTAN

and

ASIAN DEVELOPMENT BANK

DATED 30 April 2018

TAJ 49042

**GRANT AGREEMENT
(Special Operations)**

GRANT AGREEMENT dated 30 April 2018 between REPUBLIC OF TAJIKISTAN ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by a financing agreement dated 15 November 2016 between the Recipient and ADB ("Initial ADB Financing Agreement"), ADB agreed to make a loan in the amount of thirty-five million two hundred eighty-nine thousand Special Drawing Rights (SDR35,289,000) and a grant in the amount of fifteen million eight hundred thousand Dollars (\$15,800,000) from ADB's Special Funds resources, in each case for the purpose of financing part of the expenditures of the project described in Schedule 1 to the Initial ADB Financing Agreement ("Initial Project");

(B) by an externally financed grant agreement dated 15 November 2016 between the Recipient and ADB ("Initial EF Grant Agreement"), ADB also agreed to make a grant to the Recipient in the amount of two million Dollars (\$2,000,000) from the Clean Energy Fund under the Clean Energy Financing Partnership Facility administered by ADB ("CEF Grant") for the purposes of the part of the Initial Project described in subparagraph 2(c) of Schedule 1 to the Initial ADB Financing Agreement;

(C) the Recipient has now applied to ADB for an additional grant for the purposes of the Project described in Schedule 1 to this Grant Agreement, which principally comprises rehabilitation and/or reconstruction of a 40-km road section from Chasmasoron to Kurgontepa that is contiguous with the road section being constructed under the Initial Project; and

(D) ADB has agreed to make an additional grant to the Recipient from ADB's Special Funds resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Grant Regulations; Definitions

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

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) "CAREC" means Central Asia Regional Economic Cooperation;
- (b) "CAREC Corridor 2" means the transport corridor connecting the Caucasus and Mediterranean to East Asia, covering Azerbaijan, Kazakhstan, Turkmenistan, Uzbekistan, Tajikistan, the Kyrgyz Republic and the People's Republic of China;
- (c) "CAREC Corridor 5" means the East Asia-Middle East and South Asia transport corridor running from the People's Republic of China to the Arabian Sea and which passes through the Kyrgyz Republic, Tajikistan and Afghanistan;
- (d) "CAREC Corridor 6" means the transport corridor connecting Europe and the Russian Federation to the Middle East and South Asia, with three routes to the Arabian Sea port of Karachi and Gwadar or Bandar Abbas in the Persian Gulf;
- (e) "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 Grant;
- (f) "Environmental Management Plan" or "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;
- (g) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (h) "Goods" means equipment and materials as set out in the Procurement Plan and to be financed out of the proceeds of the Grant, including any related Nonconsulting Services such as transportation, insurance, installation, commissioning, training, and initial maintenance;
- (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 (2017, as amended from time to time);
- (l) "MOT" means the Ministry of Transport of the Recipient;
- (m) "Nonconsulting Services" means nonconsulting services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Grant;

- (n) "OPEC Fund" means the OPEC Fund for International Development;
- (o) "OPEC Fund Loan" means the loan to be made by the OFID Fund to the Recipient under the OPEC Fund Loan Agreement;
- (p) "OPEC Fund Loan Agreement" means the loan agreement entered into between the Recipient and the OPEC Fund for purposes of financing a portion of the expenditures for the part of the Initial Project described in subparagraph 2(a) of Schedule 1 to the Initial ADB Financing Agreement;
- (q) "PAM" means the project administration manual for the Project dated 9 February 2018 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;
- (r) "Procurement Plan" means the procurement plan for the Project dated 9 February 2018 and agreed between the Recipient and ADB, as updated from time to time in accordance with the Procurement Policy, the Procurement Regulations, and other arrangements agreed with ADB;
- (s) "Procurement Policy" means ADB's Procurement Policy - Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (t) "Procurement Regulations" means ADB's Procurement Regulations for ADB Borrowers - Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (u) "Project Executing Agency" for the purposes of, and within the meaning of, the Grant Regulations means MOT or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Project;
- (v) "Project facilities" means the Project Road, and Works and Goods financed out of the proceeds of the Grant;
- (w) "Project Road" means the road section described in subparagraph 2(a) of Schedule 1 to this Grant Agreement;
- (x) "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;
- (y) "Safeguard Policy Statement" or "SPS" means ADB's Safeguard Policy Statement (2009);
- (z) "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 (as applicable), including any corrective and preventative actions;

- (aa) "Services" means Consulting Services and Nonconsulting Services; and
- (bb) "Works" means construction or civil works as set out in the Procurement Plan and to be financed out of the proceeds of the Grant, including any related Nonconsulting Services and project related services that are provided as part of a single responsibility or turnkey contract.

ARTICLE II

The Grant

Section 2.01. ADB agrees to make available to the Recipient from ADB's Special Funds resources an amount of ninety million Dollars (\$90,000,000).

ARTICLE III

Use of Proceeds of the Grant

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

Section 3.02. The proceeds of the Grant 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 Grant in accordance with the provisions of Schedule 3 to this Grant Agreement.

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

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

Section 3.05. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 31 March 2023 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 3 to this Grant Agreement.

Section 4.02. (a) The Recipient 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 Grant 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 Recipient shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Recipient'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 Recipient, unless the Recipient shall otherwise agree.

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

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 Account for the purposes of Section 8.01(k) of the Grant Regulations:

- (a) the loan and/or grant under the Initial ADB Financing Agreement shall have become liable for suspension or cancellation or the loan under the Initial ADB Financing Agreement shall have become repayable prior to its agreed maturity date;
- (b) the Recipient shall have failed to perform any of its obligations under the Initial EF Grant Agreement;
- (c) the CEF Grant shall have become liable for suspension or cancellation; and
- (d) OPEC Fund Loan shall have become liable for suspension or cancellation or shall have become repayable prior to its agreed maturity date.

ARTICLE VI**Effectiveness**

Section 6.01. 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**Termination**

Section 7.01. The Grant Agreement and all obligations of the parties thereunder shall terminate on a date 24 years after the date of signing of this Agreement.

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
Republic of Tajikistan
3, Prospekt Akademikov Radjabovykh Street
734025 Dushanbe, Tajikistan

Facsimile Number:

(992 37) 221-33-29.

For ADB

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

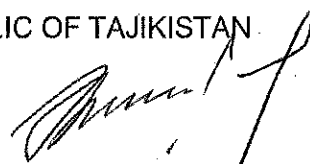
Facsimile Numbers:

(632) 636-2444
(632) 636-2428.

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.

REPUBLIC OF TAJIKISTAN


By



QAHHORZODA FAIZIDDIN
Minister of Finance
Republic of Tajikistan

ASIAN DEVELOPMENT BANK

By



PRADEEP SRIVASTAVA
Country Director
Tajikistan Resident Mission

SCHEDULE 1**Description of the Project**

1. The objective of the Project and the Initial Project is improved efficiency and safer movement of goods and people on selected sections of the Dushanbe to Kurgonteppa road, and improved safety on the national highway network.

2. The Project shall comprise the following:

Improved Road Conditions, Facilities, and Safety

- (a) rehabilitation and/or reconstruction of an approximately 40 km road section from Chasmasoron to Kurgonteppa ("Project Road") of the Dushanbe to Kurgonteppa road;
- (b) safety improvements on selected priority sections of the national highway network; and

Strengthened Institutional Capacity

- (c) provision of support to strengthen institutional capacity of MOT, including in respect of road safety, road asset management, financial management, construction supervision, project management, environment and resettlement monitoring, and project auditing.

3. The Project is expected to be completed by 30 September 2022.

SCHEDULE 2**Allocation and Withdrawal of Grant Proceeds**General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Grant and the allocation of the Grant proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category of the Table.)

Basis for Withdrawal from the Grant Account

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

Reallocation

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

- (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 Withdrawals from Grant Account

5. Notwithstanding any other provision of this Grant Agreement and except as ADB may otherwise agree, no withdrawals shall be made from the Grant Account (a) for any item of expenditure until an appropriate legislation, decree and/or resolution has been duly enacted to provide effective and enforceable exemption from taxes, duties and similar mandatory payments that accrue on Project expenditures in the territory of the Recipient (including, without limitation, for Services); and (b) for Works until the Recipient has allocated adequate funds and resources to MOT for the implementation of the RP.

TABLE

| ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS (CAREC Corridors 2, 5 and 6 [Dushanbe – Kurgonteppa] Road Project – Additional Financing) | | | |
|--|--------------|--|--|
| Number | Item* | Total Amount Allocated for ADB Financing (\$) | Basis for Withdrawal from the Grant Account |
| | | Category | |
| 1 | Works | 72,600,000 | 100.0% of total expenditure claimed** |
| 2 | Services | 5,650,000 | 100.0% of total expenditure claimed** |
| 3 | Unallocated | 11,750,000 | |
| | Total | 90,000,000 | |

* Each item of expenditure is subject to the condition for withdrawal described in paragraph 5 of Schedule 2.

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

SCHEDULE 3**Execution of Project and Operation of
Project Facilities; Financial Matters**Implementation Arrangements

1. The Recipient and MOT 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.

Procurement

2. The Recipient shall ensure that:

- (a) the procurement of Goods, Works and Services is carried out in accordance with the Procurement Policy and the Procurement Regulations;
- (b) Goods, Works and Services shall be procured based on the detailed arrangements set forth in the Procurement Plan, including the procurement and selection methods, the type of bidding documents, and ADB's review requirements. The Recipient 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; and
- (c) all Goods and Works 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, Works and Services contain appropriate representations, warranties and, if appropriate, indemnities from the contractor, supplier, consultant or service provider with respect to the matters referred to in this subparagraph.

3. The Recipient shall not award any Works contract which involves environmental impacts until:

- (a) each of ADB and the State Committee on Environment of the Recipient has granted the final approval of the IEE; and
- (b) the Recipient has incorporated the relevant provisions from the EMP into the Works contract.

4. 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.

Counterpart Funding

5. The Recipient shall ensure that, throughout the Project implementation period, adequate budgetary allocations of the required counterpart funds are approved and released in a timely manner. Without limiting the generality of the foregoing, before the end of each year, the Recipient shall furnish ADB with a public investment project plan for the succeeding year demonstrating availability of funds necessary for the Project. As part of its counterpart funding commitment, the Recipient shall ensure that no taxes, duties or similar mandatory payments are levied on the Project expenditures within its territory.

Operation and Maintenance

6. The Recipient, through MOT, shall ensure that (a) the Project Road is included in the Recipient's road asset management system by 31 December 2022 and adequate budget is allocated for its operation and maintenance, and (b) the Project Road is operated and maintained in good condition and meeting the national standards for the corresponding functional class, including close monitoring of pavement performance and prompt engagement in remedial works to be financed from its own resources.

Road Safety

7. The Recipient, through MOT, shall ensure that road safety measures identified in road safety audits of the Project Road are timely and adequately implemented by the Works contractor to meet appropriate internationally-accepted road safety standards.

8. The Recipient, through MOT, shall ensure that each road section selected for safety improvements under para. 2(b) of Schedule 1 to this Grant Agreement (a) is selected based on prior agreement between the Recipient (after obtaining all necessary internal approvals of the government of the Recipient) and ADB, (b) will have no resettlement impacts, and minimal environmental impacts and (c) except as otherwise agreed by ADB, shall have a maximum implementation period of 18 months, and all works shall be completed not later than the physical completion of the Project Road.

Construction Quality

9. The Recipient, through MOT, shall ensure that the Project is carried out in accordance with the applicable design and technical specifications in accordance with national standards and satisfactory to ADB; and that the construction supervision, quality control, and contract management are in accordance with internationally accepted standards and practices.

Change in Ownership

10. The Recipient shall ensure that ADB's consent is obtained at least 6 months prior to the implementation of any of the following: (a) any change in ownership of any asset, facility or structure financed under the Project; (b) any sale, transfer, or assignment of interest or control in any asset, facility or structure financed under the Project; or (c) any lease or other

contract or modification of the functions and authority of MOT over operation and maintenance of any such asset, facility or structure financed under the Project. The Recipient shall ensure that any such changes shall be carried out in a legal and transparent manner.

Environment

11. The Recipient, through MOT, shall 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, the EMP, and any corrective or preventative actions set forth in the Safeguards Monitoring Report or corrective action plan.

Land Acquisition and Involuntary Resettlement

12. The Recipient, through MOT, shall 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 or corrective action plan.

13. Without limiting the application of the Involuntary Resettlement Safeguards or the RP, the Recipient, through MOT, shall 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.

Indigenous Peoples

14. The Recipient, through MOT, shall ensure that the Project does not cause any impact on indigenous people within the meaning of the SPS. If there is such an impact, it shall prepare, disclose and implement an indigenous peoples plan in accordance with all applicable laws and regulations relating to indigenous peoples and the SPS.

Human and Financial Resources to Implement Safeguards Requirements

15. The Recipient, through MOT, shall make available necessary budgetary and human resources to fully implement the EMP and the RP.

Safeguards-Related Provisions in Bidding Documents and Works Contracts

16. The Recipient, through MOT, shall 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 Reports or corrective action plan;
- (b) make available a budget for all such environmental and social measures;
- (c) provide Recipient, through MOT, with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the 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

17. The Recipient, through MOT, shall:

- (a) submit semiannual Safeguards Monitoring Reports to ADB within one month after the reporting period at the end of each half of the calendar year, 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 (including, without limitation, as a result of any change of design, baseline or other current conditions), promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan;
- (c) no later than the commencement of works by the Works contractor, engage qualified and experienced external expert or qualified NGO under a selection process and terms of reference acceptable to ADB, to verify information produced through the Project monitoring process, and facilitate the carrying out of any verification activities by such external experts;
- (d) 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; and

- (e) prepare and submit to ADB a land acquisition and resettlement completion report once all activities, measures and requirements set forth in the RP are duly accomplished.

Prohibited List of Investments

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

Labor Standards, Health and Safety

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

20. The Recipient shall strictly monitor compliance with the requirements set forth in paragraph 19 above and provide ADB with regular reports.

Gender and Development

21. The Recipient shall ensure that the principles of gender equality aimed at increasing Project benefits and impact on women in the Project area are followed during implementation of the Project. These include (a) equal pay to men and women for work of equal value; (b) enabling working conditions for women workers; and (c) taking necessary actions to encourage women living in the Project area to participate in the design and implementation of Project activities.

Illegal Trafficking

22. The Recipient shall undertake adequate measures to detect and prevent trafficking of humans, wildlife, endangered species, and illegal substances on the Project Road.

Governance and Anticorruption

23. The Recipient and MOT 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.

24. The Recipient and MOT shall ensure that 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.

Information Disclosure

25. Throughout the period of Project implementation, the MOT shall (a) maintain and regularly update its website with relevant information on the Project implementation and monitoring, and (b) regularly consult with the public and civil society organizations in respect of each of the foregoing matters.