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GRANT NUMBER 0556-AFG(EF)

GRANT AGREEMENT  
(Externally Financed)

(Energy Supply Improvement Investment Program – Project 4)

between

ISLAMIC REPUBLIC OF AFGHANISTAN

and

ASIAN DEVELOPMENT BANK

DATED 25 July 2018

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AFG 47282

**GRANT AGREEMENT  
(Externally Financed)**

GRANT AGREEMENT dated 25 July 2018 between ISLAMIC REPUBLIC OF AFGHANISTAN ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by a framework financing agreement dated 2 November 2015 between the Recipient and ADB, ADB has agreed to provide a multitranche financing facility to the Recipient for purposes of financing projects under the Energy Supply Investment Program;

(B) by a periodic financing request dated 4 October 2017, the Recipient has applied to ADB for a grant from the Afghanistan Infrastructure Trust Fund ("AITF") for the purposes of the Project described in Schedule 1 to this Grant Agreement;

(C) the Project will be carried out by Da Afghanistan Breshna Sherkat ("DABS"), and for this purpose the Recipient will make available to DABS the proceeds of the grant provided for herein upon terms and conditions satisfactory to ADB; and

(D) ADB has agreed to make the proceeds of the grant from AITF available to the Recipient upon the terms and conditions set forth herein and in the Project Agreement of even date herewith between ADB and DABS;

NOW THEREFORE the parties agree as follows:

**ARTICLE I**

**Grant Regulations; Definitions**

Section 1.01. All the provisions of ADB's Externally Financed 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) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2013, as amended from time to time);
- (b) "Consulting Services" means the services to be financed out of the proceeds of the Grant for activities described in paragraph 3 of Schedule 1 to this Grant Agreement;

- (c) "EARF" means the environmental assessment and review framework for the Investment Program, including any update thereto, agreed between the Recipient and ADB and incorporated by reference in the FFA;
- (d) "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;
- (e) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (f) "Facility" means the multitranche financing facility provided by ADB to the Recipient for purposes of financing projects under the Investment Program;
- (g) "FAM" means the Facility administration manual dated 2 November 2015 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;
- (h) "FFA" means the framework financing agreement dated 2 November 2015 and agreed between ADB and the Recipient with respect to the Facility;
- (i) "Goods" means equipment and materials to be financed out of the proceeds of the Grant, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;
- (j) "IEE" means the initial environmental examination for the Project, including any update thereto, prepared and submitted by the Recipient pursuant to the requirements set forth in the EARF and cleared by ADB;
- (k) "Investment Program" means the Energy Supply Improvement Investment Program;
- (l) "Involuntary Resettlement Safeguards" means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;
- (m) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (n) "PFR" means the periodic financing request submitted or to be submitted by the Recipient, for the purposes of each grant under the Facility, and for the purpose of this Grant Agreement means the periodic financing request dated 4 October 2017;
- (o) "Procurement Guidelines" means ADB's Procurement Guidelines (2015, as amended from time to time);

- (p) "Procurement Plan" means the procurement plan for the Project dated 8 November 2017 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;
- (q) "Project Executing Agency" for the purposes of, and within the meaning of, the Grant Regulations means DABS or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Project;
- (r) "Project facilities" means the facilities to be constructed, commissioned or otherwise provided under the Project;
- (s) "RF" means the resettlement framework for the Investment Program, including any update thereto, agreed between the Recipient and ADB and incorporated by reference in the FFA;
- (t) "RP" means the resettlement plan for the Project, including any update thereto, prepared and submitted by the Recipient pursuant to the requirements set forth in the RF and cleared by ADB;
- (u) "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;
- (v) "SPS" means ADB's Safeguard Policy Statement (2009);
- (w) "Subsidiary Loan Agreement" means the agreement to be entered into between the Recipient and DABS for the purpose of relending the proceeds of the Grant as specified in Section 3.01(a) of this Grant Agreement; and
- (x) "Works" means construction or civil works to be financed out of the proceeds of the Grant, 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 Grant

Section 2.01. ADB agrees to make available to the Recipient a grant from AITF in the amount of sixty million Dollars (\$60,000,000) ("Grant").

### ARTICLE III Use of Proceeds of the Grant

Section 3.01. (a) The Recipient shall relend the proceeds of the Grant to DABS under a Subsidiary Loan Agreement upon terms and conditions satisfactory to ADB. Except as ADB shall otherwise agree, the terms for relending the proceeds of the Grant shall include interest at the rate of 1% per annum during the grace period and 1.5% per annum thereafter and a repayment period of 32 years including a grace period of 8 years. The foreign exchange risk shall be borne by DABS.

(b) 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 and the Project 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 Consulting Services shall be made only on account of expenditures relating to:

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

Section 3.05. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 31 May 2022 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 and the Project Agreement.

Section 4.02. 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.

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

Section 4.04. The Recipient shall take all actions which shall be necessary on its part to enable the Project Executing Agency 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 Loan Agreement in such a manner as to protect the interests of the Recipient and ADB and to accomplish the purposes of the Grant.

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

Section 4.06. The Recipient acknowledges and agrees that this Grant Agreement is entered into by ADB, not in its individual capacity, but as the administrator for AITF. Accordingly, the Recipient agrees that (a) it may only withdraw Grant proceeds to the extent that ADB has received proceeds for the Grant from AITF, and (b) that ADB does not assume any obligations or responsibilities of AITF in respect of the Project or the Grant other than those set out in this Grant Agreement.

## **ARTICLE V**

### **Suspension**

Section 5.01. The following is specified as an additional event 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: the Recipient or DABS shall have failed to perform any of their respective obligations under the Subsidiary Loan 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 Subsidiary Loan Agreement has been duly authorized, executed and delivered on behalf of the Recipient and DABS and all conditions precedent to its effectiveness (other than a condition requiring the effectiveness of this Grant Agreement) have been fulfilled.

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 Subsidiary Loan Agreement has been duly authorized, executed and delivered on behalf of the Recipient and DABS, and is legally binding on the parties in accordance with its terms.

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

### Miscellaneous

Section 7.01. 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 7.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

#### For the Recipient

Ministry of Finance  
Pashtonistan Watt  
Kabul, Afghanistan

Facsimile Number:

(93-20) 210-3259.

#### For ADB


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

Facsimile Numbers:

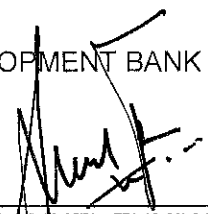
(632) 636-2444  
(632) 636-2301.

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.

ISLAMIC REPUBLIC OF AFGHANISTAN

By   
\_\_\_\_\_  
MOHAMMAD HUMAYON QAYOUMI  
Authorized Representative

ASIAN DEVELOPMENT BANK

By   
\_\_\_\_\_  
SAMUEL TUMIWA  
Country Director  
Afghanistan Resident Mission



**SCHEDULE 1****Description of the Project**

1. The objective of the Investment Program is to increase the supply of imported and indigenous power in the territory of the Recipient.
2. As a part of the Investment Program, the Project aims to increase the supply of imported and indigenous grid power in the eastern region of the Recipient.
3. The Project shall comprise:
  - (a) construction of 190 kilometers of 220-kV transmission line between Arghundy and Jalalabad; and
  - (b) expansion of the distribution network capacity in Nangarhar province by an additional 200 MVA.
4. The Project is expected to be completed by 31 December 2021.

**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, by notice to 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, by notice to 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 for Category 1 (Turnkey Contract) until a relocation program has been established in consultation with affected people and local administration in accordance with the RP and incorporated in the RP.

TABLE

<b>ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS</b>			
<b>Number</b>	<b>Item</b>	<b>Total Amount Allocated for AITF Financing (\$)  Category</b>	<b>Basis for Withdrawal from the Grant Account</b>
1	Turnkey Contract	50,000,000	100% of total expenditure claimed
2	Security and Demining	4,000,000	100% of total expenditure claimed
3	Unallocated	6,000,000	
	<b>TOTAL</b>	<b>60,000,000</b>	

**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. Except as ADB may otherwise agree, Goods and Works shall be procured and Consulting Services shall be selected and engaged only on the basis of the procurement method and the selection method set forth below. These methods are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Recipient may only modify the procurement method and the selection method or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.
3. 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

4. Goods and Works shall be procured on the basis of the procurement method set forth herein: International Competitive Bidding.

Conditions for Award of Contract

5. The Recipient shall ensure that DABS does not award any Works contract which involves environmental impacts until:
  - (a) the Recipient's National Environmental Protection Agency (NEPA) and ADB has granted the final approval of the IEE, and obtained ADB's clearance of such IEE; and
  - (b) DABS has incorporated the relevant provisions from the EMP into the Works contract.
6. The Recipient shall ensure that DABS will not award any Works contract involving involuntary resettlement impacts for the Project until the Recipient has prepared and submitted to ADB the final RP for the Project based on the Project's detailed design, and obtained ADB's clearance of such RP.
7. Notwithstanding paragraphs 5 and 6 above, DABS may award a contract for Works involving environmental and involuntary resettlement impacts prior to compliance with the provisions set forth in paragraphs 5 and 6 above provided that the contract:
  - (a) is of a "design and build" or "turnkey" type under which the design must be completed for the Project before the IEE and RP are finalized; and

- (b) expressly provides that the installation and construction phase (and commencement thereof) is strictly conditional upon: (i) the final IEE and RP based on the Project's detailed design having been submitted to, and cleared by, NEPA and ADB, as applicable; (ii) the relevant provisions of the final EMP having been incorporated into the Works contract; and (iii) DABS having notified the contractor and ADB in writing that due consultation, compensation payments and other entitlements have been provided to affected people fully in accordance with the RP.

#### Consulting Services

8. The Recipient shall apply Quality- and Cost-Based Selection for Consulting Services.

#### Industrial or Intellectual Property Rights

9. (a) The Recipient shall cause DABS to 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 cause DABS to 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 cause DABS to 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.

12. In the case of a contract for Goods or Works, which is subject to ADB's prior review, the Recipient shall seek ADB's prior approval of any modification or waiver of the terms and conditions of the contract, including:

- (a) granting an extension of the stipulated time for completion of a contract for a period of 1 month or more, or which is likely to require an extension of the Loan/Grant Closing Date, and
- (b) increases in aggregate of the original price by more than 5% (for the avoidance of doubt, such increase shall take into account any previous change under such contract).

13. In the case of a contract for Goods or Works, which is subject to ADB's post

review, ADB shall review the required contract modification or waiver and respond to the Recipient as soon as practicable, but not later than 1 month after the receipt of the required document.

14. The Recipient shall provide to ADB copies of all time extensions, modifications or waivers to the contracts (including change orders) within 1 month following amendment of the contract.

## SCHEDULE 4

### Execution of Project

#### Implementation Arrangements

1. The Recipient and DABS shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the FAM. Any subsequent change to the FAM 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, and cause DABS to ensure, that ADB's consent is obtained at least 6 months prior to the implementation of any of the following: (a) any change in the 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. The Recipient shall ensure that any such changes are carried out in a legal and transparent manner.

3. The Recipient shall ensure, and cause DABS to ensure, that (a) Works contracts under the Project include a security plan to ensure the safety of Project contractors' personnel and consultants in order to facilitate the smooth and uninterrupted implementation of the relevant Project activities; (b) such security plan measures allocate sufficient budget under the relevant Works contracts or through the Recipient's counterpart funding; and (c) all relevant permits are issued, and access and other requirements needed are provided, so that each of the aforesaid security plans will be successfully implemented.

#### Energy Regulation and Related Covenants

4. The Recipient shall do the following:

- (a) use its best endeavors to approve the necessary regulations and procedures to implement the Electricity Services Law by 31 March 2019 and provide an optimal legal and regulatory framework for participation of the private sector in such energy sector; and
- (b) continue to implement the government strategy for the operation and maintenance of the energy infrastructure.

5. The Recipient shall ensure that the Board of Directors of DABS adopts the final 5-year business plan by 30 June 2019. The Recipient shall cause DABS to implement its 5-year business plan in compliance with the detailed requirements set out in the FAM.

6. The Recipient shall cause DABS to prepare, approve and adopt a tariff model and framework which shall specify tariff structures; identify and define consumer categories, assign cost components (including energy imports, indigenous generation, transmission, distribution, losses and other costs); and arrive at end-user tariffs. The Recipient shall cause DABS to finalize the key elements of the tariff model and framework, and the tariff determination methodology, by 30 June 2019. The Recipient shall ensure that the Board of Directors of DABS approves and adopts the tariff model and framework by 30 June 2019.

7. The Recipient shall cause DABS to continually adjust tariff levels so as to ensure recovery of generation, transmission, distribution, power systems, fixed utility and other costs, through the tariff. After the tariff model and framework developed under paragraph 6 above has been approved and adopted, DABS shall adjust tariff levels and ensure cost recovery in accordance with the tariff model and framework, including the information included therein or generated thereby.

#### Policy Dialogue

8. The Recipient shall keep ADB informed about its policies and projects related to the energy sector that will materially affect the financial viability of each project under the Program, and in particular the power generation and transmission policies, laws and regulations of the Recipient.

#### Environment

9. The Recipient shall ensure, and cause DABS 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; (c) the EARF; and (d) all measures and requirements set forth in the IEE and the EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

#### Land Acquisition and Involuntary Resettlement, Indigenous Peoples

10. The Recipient shall ensure, and cause DABS to ensure, that all land and all rights-of-way required for the Project and all Project facilities 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; (c) the RF; and (d) all measures and requirements set forth in the RP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

11. Without limiting the application of the Involuntary Resettlement Safeguards, the RF or the RP, the Recipient shall ensure, and cause DABS 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;
- (b) a comprehensive income and livelihood restoration program has been established in accordance with the RP; and
- (c) the relocation program has been established as referred to in paragraph 5 of Schedule 2 to this Grant Agreement.



Indigenous Peoples

12. The Recipient shall ensure, and cause DABS to ensure, that the Project does not have any indigenous peoples impact within the meaning of the SPS. In the event that the Project does have any such impact, the Recipient shall take, and cause DABS to take, all steps required to ensure that the Project complies with the applicable laws and regulations of the Recipient and with the SPS.

Human and Financial Resources to Implement Safeguards Requirements

13. The Recipient shall make available, or cause DABS 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

14. The Recipient shall ensure, and cause DABS to ensure, that all bidding documents and contracts for Works contain provisions that require contractors to:

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

Safeguards Monitoring and Reporting

15. The Recipient shall cause DABS 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, or 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.

#### Prohibited List of Investments

16. The Recipient shall ensure, and cause DABS to 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.

#### Labor Standards, Health and Safety

17. The Recipient shall ensure, and cause DABS to ensure, that the core labor standards and the Recipient's applicable laws and regulations are complied with during Project implementation. The Recipient 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.

18. The Recipient shall strictly monitor compliance with the requirements set forth in paragraph 17 above and provide ADB with regular reports.

#### Gender and Development

19. 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.

#### Governance and Anticorruption

20. The Recipient and DABS 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.

21. The Recipient and DABS 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.

22. The Recipient shall allow and facilitate ADB's representatives to carry out spot and random checks on (a) the flow of funds and their use for the Project; and (b) Project work-in-progress.

23. The Recipient shall appoint dedicated staff from the agency that deals with anticorruption efforts to monitor the implementation of the Project in accordance with the mandate of the agency.

24. The Recipient shall cause DABS to maintain a website which shall include updated information on the Project, and the other projects to be carried out under future tranches of the Facility. Such information shall reflect the performance of each tranche under the Facility, business opportunities, bidding processes and guidelines, outcome of biddings, and summary progress reports for such tranche.