
LOAN NUMBER 3649-BAN(COL)

LOAN AGREEMENT
(Ordinary Operations [Concessional])
(Secondary Education Sector Investment Program – Project 3)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

ASIAN DEVELOPMENT BANK

DATED 9 AUGUST 2018

BAN 44213

**LOAN AGREEMENT
(Ordinary Operations [Concessional])**

LOAN AGREEMENT dated 9 August 2018 between the PEOPLE'S REPUBLIC OF BANGLADESH ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) by a framework financing agreement dated 22 July 2013 between the Borrower and ADB, ADB has agreed to provide a multitranche financing facility to the Borrower for purposes of financing projects under the Secondary Education Sector Investment Program;

(B) by a periodic financing request dated 3 October 2017, the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement; and

(C) ADB has agreed to make a concessional loan to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations; Definitions

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

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

- (a) "Consolidated Fund" means the Borrower's consolidated fund maintained at the Bangladesh Bank into which all withdrawals from the Loan Account shall be deposited;
- (b) "DLI Matrix and Verification Protocol and Schedule" means the DLI matrix and verification protocol and schedule agreed between the Borrower and ADB, as set out in Annex 2 to the FAM;
- (c) "DLIs" means disbursement link indicators as referred to in paragraph 4 of Schedule 3 to this Loan Agreement and compliance with which is a precondition for any disbursement under the Investment Program;

- (d) "DSHE" means the Directorate of Secondary and Higher Education under the MOE or any successor thereto;
- (e) "EARF" means the environmental assessment and review framework prepared by the Borrower for the Investment Program, including any update thereto, agreed between the Borrower and ADB and incorporated by reference in the FFA;
- (f) "Eligible Expenditures" means the items of expenditure eligible for financing from the Loan proceeds, as described in paragraph 2 of Schedule 3 to this Loan Agreement;
- (g) "EMP" means each environmental management plan for the Project (if any), including any updates thereto, incorporated in the IEE;
- (h) "Facility" means the multitranche financing facility provided by ADB to the Borrower for the purposes of financing projects under the Investment Program;
- (i) "FAM" means the facility administration manual for the Investment Program dated 7 February 2018 and agreed between the Borrower and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;
- (j) "FFA" means the framework financing agreement dated 22 July 2013 between ADB and the Borrower with respect to the Facility;
- (k) "Fiscal Year" means the fiscal year of the Borrower, in relation to any year, the 12 month period starting from 1 July of the prior year and ending on 30 June of such year;
- (l) "GAP" means the gender action plan prepared by the Borrower for the Investment Program;
- (m) "Goods" means equipment and materials to be procured for the purposes of the Project, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding consulting services;
- (n) "IBAS" means the Borrower's integrated budget and accounting system, including any updates thereto;
- (o) "IEE" means each initial environmental examination for the Project (if any), including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the EARF and cleared by ADB;
- (p) "Investment Program" means the Secondary Education Sector Investment Program;

- (q) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (r) "MOE" means the Borrower's Ministry of Education (Secondary and Higher Education Division) or any successor thereto;
- (s) "PBH" means the Investment Program's budget categorization (i.e. program budget head) numbered 4500, 4600, 4700, 4800, 4900, 5900 and 6800 in IBAS, as described in paragraph 2 of Schedule 3 to this Loan Agreement;
- (t) "PFM Action Plan" means the procurement and financial management action plan prepared and agreed between the Borrower and ADB, as set out in Annex 6 to the FAM;
- (u) "PFR" means the periodic financing request submitted or to be submitted by the Borrower, for the purposes of each loan under the Facility, and for the purpose of this Loan Agreement means the periodic financing request dated 3 October 2017;
- (v) "Procurement Guidelines" means ADB's Procurement Guidelines (2015, as amended from time to time);
- (w) "Procurement Plan" means the procurement plan for the Project dated 7 February 2018 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Guidelines and other arrangements agreed with ADB;
- (x) "Project Executing Agency" for the purposes, and within the meaning, of the Loan Regulations means MOE or any successor thereto acceptable to ADB, which is responsible for leading the overall coordination of the Investment Program;
- (y) "RF" means the resettlement framework for the Investment Program, including any update thereto, agreed between the Borrower and ADB and incorporated by reference in the FFA;
- (z) "RP" means each resettlement plan for the Project or an activity (if any), including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the RF and cleared by ADB;
- (aa) "Safeguards Monitoring Report" means each report prepared and submitted by the Borrower to ADB that describes progress with implementation of, and compliance with, the EMP, the RP and SECPP (as applicable), including any corrective and preventative actions;
- (bb) "SEDP" means the Secondary Education Development Program that is the Borrower's sector program for secondary education development;
- (cc) "TMEPP" means each tribes, minor races, ethnic sects and communities peoples plan under the Project, including any updates thereto, prepared

and submitted by the Borrower pursuant to the requirements set forth in the SECPPF and cleared by ADB;

- (dd) "TMEPPF" means the tribes, minor races, ethnic sects and communities peoples planning framework for the Investment Program, including any updates thereto, agreed between the Borrower and ADB and incorporated by reference in the FFA;
- (ee) "Tribes, Minor Races, Ethnic Sects and Communities Peoples Safeguards" means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;
- (ff) "SOE" means statement of expenditures in a format and presentation acceptable to ADB with a free format without ceiling based on IBAS reports for PBHs, as described in paragraph 8 of Schedule 3 to this Loan Agreement; and
- (gg) "SPS" means ADB's Safeguard Policy Statement (2009).

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of two hundred twenty-five million Dollars (\$225,000,000).

(b) The Loan has a principal repayment period of 20 years, and a grace period as defined in subsection (c) hereinafter.

(c) The term "grace period" as used in subsection (b) hereinabove means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.02. The Borrower shall pay to ADB an interest charge at the rate of 2% per annum during the grace period and thereafter, on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 1 May and 1 November in each year.

Section 2.04. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.05. The currency of repayment of the principal amount of the Loan and the currency of payment of the interest charge for the purposes of Sections 4.03(a) and 4.04 of the Loan Regulations shall be the Dollar.

ARTICLE III

Use of Proceeds of the Loan

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

Section 3.02. The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. Except as ADB may otherwise agree, the Borrower shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement.

Section 3.04. Withdrawals from the Loan Account in respect of Goods shall be made only on account of expenditures relating to:

- (a) Goods which are produced in and 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 which meet such other eligibility requirements as shall have been specified by ADB from time to time.

Section 3.05. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 31 December 2023 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 5 to this Loan Agreement.

Section 4.02. (a) The Borrower shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project, showing PBH, in accordance with financial reporting standards acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Loan proceeds as well as on the use of the procedures for withdrawal, SOE and IBAS financial statements, 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 9 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) The Borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Borrower's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree.

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

ARTICLE V

Suspension; Acceleration of Maturity

Section 5.01. The following is specified as an additional event for suspension of the right of the Borrower to make withdrawals from the Loan Account for the purposes of Section 8.01(m) of the Loan Regulations: any annual fiduciary review, post-procurement review or annual audit conducted under the Project finds any material irregularities in the Project, or ADB shall have determined that any procurement of Goods is inconsistent with the relevant procedures set out in the Procurement Guidelines.

Section 5.02. The following is specified as an additional event for acceleration of maturity for the purposes of Section 8.07(d) of the Loan Regulations: the event specified in Section 5.01 of this Loan Agreement shall have occurred.

ARTICLE VI

Effectiveness

Section 6.01. A date 90 days after the date of this Loan Agreement is specified for the effectiveness of this Loan Agreement for the purposes of Section 9.04 of the Loan Regulations.

ARTICLE VII**Miscellaneous**

Section 7.01. The Senior Secretary or Secretary, Additional Secretary or Chief, Joint Secretary or Joint Chief, Deputy Secretary or Deputy Chief, Senior Assistant Secretary or Senior Assistant Chief, Assistant Secretary or Assistant Chief of the Economic Relations Division of the Ministry of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

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

For the Borrower

Economic Relations Division
Ministry of Finance
Sher-e-Bangla Nagar
Dhaka, Bangladesh

Facsimile Number:

(8802) 9180-788

For ADB

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

Facsimile Numbers:

(632) 636-2444


(632) 636-2494.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

PEOPLE'S REPUBLIC OF BANGLADESH

By 
KAZI SHOFIQL AZAM
Secretary
Economic Relations Division
Ministry of Finance

ASIAN DEVELOPMENT BANK

By 
MANMOHAN PARKASH
Country Director
Bangladesh Resident Mission

SCHEDULE 1**Description of the Project**

1. The objective of the Investment Program is to achieve a more efficient, equitable and higher quality secondary education system including for the SEDP.
2. As part of the Investment Program, the Project aims to improve student outcomes in secondary education (i.e., enrollment, retention, completion and learning levels) and effectiveness of the secondary education system.
3. The Project shall finance Eligible Expenditures towards the achievements of:
 - (a) enhanced quality and relevance of secondary education;
 - (b) increased equitable access and retention; and
 - (c) strengthened education management and governance.
4. The Project is expected to be completed by 30 June 2023.

SCHEDULE 2

Amortization Schedule

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in Dollars)*
1 May 2023	5,625,000
1 November 2023	5,625,000
1 May 2024	5,625,000
1 November 2024	5,625,000
1 May 2025	5,625,000
1 November 2025	5,625,000
1 May 2026	5,625,000
1 November 2026	5,625,000
1 May 2027	5,625,000
1 November 2027	5,625,000
1 May 2028	5,625,000
1 November 2028	5,625,000
1 May 2029	5,625,000
1 November 2029	5,625,000
1 May 2030	5,625,000
1 November 2030	5,625,000
1 May 2031	5,625,000
1 November 2031	5,625,000
1 May 2032	5,625,000
1 November 2032	5,625,000
1 May 2033	5,625,000
1 November 2033	5,625,000
1 May 2034	5,625,000
1 November 2034	5,625,000
1 May 2035	5,625,000
1 November 2035	5,625,000
1 May 2036	5,625,000
1 November 2036	5,625,000
1 May 2037	5,625,000
1 November 2037	5,625,000
1 May 2038	5,625,000
1 November 2038	5,625,000
1 May 2039	5,625,000
1 November 2039	5,625,000
1 May 2040	5,625,000
1 November 2040	5,625,000
1 May 2041	5,625,000
1 November 2041	5,625,000
1 May 2042	5,625,000
1 November 2042	5,625,000
Total	225,000,000

* The arrangements for payment are subject to the provisions of Sections 3.04 and 4.03 of the Loan Regulations.

SCHEDULE 3**Allocation and Withdrawal of Loan Proceeds**General

1. Except as ADB may otherwise agree, the following provisions of this Schedule shall apply to the withdrawal of Loan proceeds from the Loan Account.

Eligible Expenditures

2. Withdrawals from the Loan Account shall be made for the financing of the cost of Eligible Expenditures included under the following PBHs:

- (a) 4500 – Pay of officers;
- (b) 4600 – Pay of establishments;
- (c) 4700 – Allowances;
- (d) 4800 – Supplies and services;
- (e) 4900 – Repair, maintenance and rehabilitation;
- (f) 5900 – Grant in aid; and
- (g) 6800 – Acquisition of assets.

Disbursement Procedure

3. Except as ADB may otherwise agree, the proceeds of the Loan shall be disbursed in accordance with the Loan Disbursement Handbook, SOE and detailed arrangement set forth in the FAM.

4. The Borrower and ADB agree that the DLIs shall be satisfied in accordance with the DLI Matrix and Verification Protocol and Schedule, and detailed arrangements set forth in the FAM.

5. Notwithstanding the generality of paragraph 4 above, if the Borrower is not able to fulfill any of the relevant DLIs during a specific Fiscal Year for disbursement in November of the following Fiscal Year, disbursement for the late fulfillment of such DLIs can be made on the following month of May of said Fiscal Year, or any other dates to be agreed between ADB and the Borrower.

6. Except as ADB may otherwise agree, the Loan proceeds shall be disbursed by ADB and transferred to the Consolidated Fund on an annual basis in November of each Fiscal Year, or such other date as may be agreed from time to time between the Borrower and ADB, as set forth in the FAM.

7. Any disbursement from the Loan Account shall be subject to submission of: (a) evidence of achievement of relevant DLIs based on the DLI Matrix and Verification Protocol and Schedule; and (b) submission and acceptance of a SOE based on interim unaudited financial report for the corresponding period. The interim unaudited financial reports, which will be generated by IBAS, shall provide evidence that the Borrower's spending on Eligible Expenditures under PBHs exceeds ADB's contribution to the corresponding period.

Statement of Expenditure

8. The SOE may be used for reimbursement of Eligible Expenditures, in accordance with the Loan Disbursement Handbook and detailed arrangements agreed between the Borrower and ADB.

SCHEDULE 4**Procurement of Goods**General

1. The procurement of Goods shall be subject to and governed by the Procurement Guidelines.
2. Except as ADB may otherwise agree, Goods shall be procured only on the basis of the procurement methods and the selection methods set forth below. These methods are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the procurement methods 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 Loan Agreement have the meanings provided in the Procurement Guidelines.

Goods

4. Goods shall be procured on the basis of national competitive bidding.

National Competitive Bidding

5. The Borrower and ADB shall ensure that, prior to the commencement of any procurement activity under national competitive bidding, the Borrower's national competitive bidding procedures are consistent with the Procurement Guidelines. Any modifications or clarifications to such procedures agreed between the Borrower and ADB shall be set out in the Procurement Plan. Any subsequent change to the agreed modifications and clarifications shall become effective only after approval of such change by the Borrower and ADB.

Industrial or Intellectual Property Rights

6. (a) The Borrower shall ensure that all Goods 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 Borrower shall ensure that all contracts for the procurement of Goods 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.

ADB's Review of Procurement Decisions

7. In the case of a contract for Goods, which is subject to ADB's post review, ADB shall review the required contract modification or waiver and respond to the Borrower as soon as practicable, but not later than 1 month after the receipt of the required document.

SCHEDULE 5

Execution of Project; Financial Matters

Implementation Arrangements

1. The Borrower and MOE 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 Borrower and ADB. In the event of any discrepancy between the FAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

2. The Borrower and MOE shall implement, manage, coordinate and monitor the Project in accordance with its objectives, responsibilities, funding mechanism, fiduciary requirements including those outlined in the PFM Action Plan and other program management arrangements as set out in the EARF, the RF, the TMEPPF and the GAP.

Borrower's Contribution to the Investment Program

3. The Borrower shall provide its contribution to the Investment Program in a timely manner.

Staffing

4. The Borrower and MOE shall ensure that the reorganized staff and provision of additional staff for the Investment Program as agreed between ADB and the Borrower, including full staffing for the sector program support unit in MOE, will be maintained for the duration of the Investment Program.

PPMIS and Investment Program Website

5. MOE shall maintain and regularly update the PPMIS and a comprehensive Investment Program website. The Investment Program website shall disclose information about all material matters relating to the Investment Program and its implementation, including details about each package (for which Sector Program Support Unit at MOE shall maintain separate records), and achievement of DLIs. In relation to procurement, the website shall include information on (a) package number and name; (b) location of the school; (c) estimated cost; (d) financing agency; (e) date of issue of invitation for bids; (f) date and time of submission and opening of bids; (g) bid opening location; (h) bid opening committee; (i) bid opening statement; (j) names of bidders that submitted bids; (k) name of the approving authority; (l) name, designation and telephone number of officer in charge for implementation; (m) name of the successful bidder; (n) contract amount; (o) date of start, and (p) scheduled date of completion.

Environment

6. The Borrower shall ensure that the Project does not have any environmental impact under SPS. In the event that the Project does have any such impact, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower, the EARF, any EMP and with SPS.

Small Ethnic Community Peoples

7. The Borrower 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 Borrower relating to small ethnic community peoples; (b) the Tribes, Minor Races, Ethnic Sects and Communities Peoples Safeguards impact; and (c) all measures and requirements set forth in the TMEPP, and any corrective or preventative actions (i) set forth in the Safeguards Monitoring Report to be provided to ADB, or (ii) subsequently agreed between ADB and the Borrower.

Involuntary Resettlement

8. The Borrower shall ensure that the Project does not have any land acquisition or involuntary resettlement impact under SPS. In the event that the Project does have any such impact, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower, the RF, any RP and with SPS.

Human and Financial Resources to Implement Safeguards Requirements

9. The Borrower shall make available necessary budgetary and human resources to fully implement the TMEPP, any EMP and any RP.

Safeguards Monitoring and Reporting

10. The Borrower shall do the following or cause MOE 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 TMEPP, any IEE, any EMP and any RP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan;
- (c) report any actual or potential breach of compliance with the measures and requirements set forth in the TMEPP, any EMP and any RP promptly after becoming aware of the breach; and
- (d) in respect of implementation of any compliance with the Tribes, Minor Races, Ethnic Sects and Communities Peoples Safeguards.

Prohibited List of Investments

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

Labor Standards, Health and Safety

12. The Borrower shall ensure that the core labor standards and the Borrower's applicable laws and regulations are complied with during Project implementation. The Borrower 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 Borrower'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; and (e) 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.

13. The Borrower shall strictly monitor compliance with the requirements set forth in paragraph 12 above and provide ADB with regular reports.

Gender Action Plan

14. The Borrower shall ensure that (a) the GAP is implemented in accordance with its terms; (b) the bidding documents include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for the implementation of the GAP; and (d) key gender outcome and output targets are monitored regularly and achieved.

Governance and Anticorruption

15. The Borrower and MOE 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 Borrower and MOE 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.

17. The Borrower and MOE shall ensure that detailed information on Project implementation, including those maintained in PPMIS, is made readily available to the public through the MOE website and Government's bulletin boards. This shall include all relevant information and documents relating to procurement as outlined in paragraph 5 above.