
LOAN NUMBER 2969-VIE(SF)

GRANT NUMBER 0329-VIE(SF)

PROJECT AGREEMENT

(Greater Mekong Subregion Corridor Towns Development Project)

between

ASIAN DEVELOPMENT BANK

and

QUANG TRI PROVINCIAL PEOPLE'S COMMITTEE

TAY NINH PROVINCIAL PEOPLE'S COMMITTEE

DATED 17 JANUARY 2013

PROJECT AGREEMENT

PROJECT AGREEMENT dated 17 January 2013 between ASIAN DEVELOPMENT BANK ("ADB") on one part and QUANG TRI PROVINCIAL PEOPLE'S COMMITTEE and TAY NINH PROVINCIAL PEOPLE'S COMMITTEE ("Project Executing Agencies") on the other part.

WHEREAS

(A) by a Loan Agreement of even date herewith between the Socialist Republic of Viet Nam ("Borrower") and ADB, ADB has agreed to make to the Borrower a loan in various currencies equivalent to eighty-four million one hundred eighty-three thousand Special Drawing Rights (SDR 84,183,000) ("Loan") on the terms and conditions set forth in the Loan Agreement;

(B) by a Grant agreement of even date herewith between the Borrower and ADB, ADB has agreed to provide a grant from the Urban Environmental Infrastructure Fund under the Urban Partnership Financing Facility in the amount of one million Dollars (\$1,000,000) ("Grant") on the terms and conditions set forth in the Grant Agreement;

(C) ADB has agreed to make the Loan and Grant only on the condition that the proceeds of the Loan and Grant be made available to the Project Executing Agencies and that the Project Executing Agencies agree to undertake certain obligations towards ADB as hereinafter set forth; and

(D) The Project Executing Agencies, in consideration of ADB entering into the Loan Agreement and Grant Agreement with the Borrower, have agreed to undertake the obligations hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Loan Agreement, the Loan Regulations (as defined in the Loan Agreement) and the Grant Regulations (as defined in the Grant Agreement) have the respective meanings therein set forth.

ARTICLE II

Particular Covenants

Section 2.01. (a) The Project Executing Agencies shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

(b) In the carrying out of the Project and operation of the Project facilities, the Project Executing Agencies shall perform all obligations set forth in the Loan Agreement and Grant Agreement to the extent that they are applicable to the Project Executing Agencies.

Section 2.02. The Project Executing Agencies shall make available, promptly as needed, and on terms and conditions acceptable to ADB, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Loan and Grant, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, the Project Executing Agencies shall employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, the Project Executing Agencies shall procure all items of expenditures to be financed out of the proceeds of the Loan and Grant in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. The Project Executing Agencies shall carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. The Project Executing Agencies shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) The Project Executing Agencies shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance of Project facilities to such extent and against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, the Project Executing Agencies undertakes to insure, or cause to be insured, the Goods to be imported for the Project against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable to replace or repair such Goods.

Section 2.06. The Project Executing Agencies shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the Loan and Grant, to disclose the use thereof in the

Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and the Project Executing Agencies shall cooperate fully to ensure that the purposes of the Loan and Grant will be accomplished.

(b) The Project Executing Agencies shall promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement, or the accomplishment of the purposes of the Loan and Grant.

(c) ADB and the Project Executing Agencies shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, the Project Executing Agencies, the Loan and the Grant.

Section 2.08. (a) The Project Executing Agencies shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loan and Grant and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of the Project Executing Agencies; and (v) any other matters relating to the purposes of the Loan and Grant.

(b) Without limiting the generality of the foregoing, the Project Executing Agencies shall furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 6 months thereafter or such later date as ADB may agree for this purpose, the Project Executing Agencies shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by the Project Executing Agencies of their obligations under this Project Agreement and the accomplishment of the purposes of the Loan and Grant.

Section 2.09. (a) The Project Executing Agencies shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements for the Project audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the use of the Loan proceeds and compliance with the financial covenants of the Loan Agreement as well as on the use of the procedures for the imprest fund and statement of expenditures) 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 close of the fiscal year to

which they relate, 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 30 days of the date of their receipt by posting them on ADB's website.

(c) The Project Executing Agencies shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Project Executing Agencies and its financial affairs where they relate to the Project with the auditors appointed by the Project Executing Agencies pursuant to subsections (a)(iii), 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 Project Executing Agencies, unless the Project Executing Agencies shall otherwise agree.

Section 2.10. The Project Executing Agencies shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) The Project Executing Agencies shall, promptly as required, take all action within its powers to maintain its corporate existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its operations.

(b) The Project Executing Agencies shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(c) The Project Executing Agencies shall at all times operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, the Project Executing Agencies shall not sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this Project Agreement.

Section 2.13. Except as ADB may otherwise agree, the Project Executing Agencies shall apply the proceeds of the Loan and Grant to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreement, the Grant Agreement and this Project Agreement, and shall ensure that all items of expenditures financed out of such proceeds are used exclusively in the carrying out of the Project.

ARTICLE III

Effective Date; Termination

Section 3.01. This Project Agreement shall come into force and effect on the date on which the Loan Agreement and Grant Agreement come into force and effect. ADB shall promptly notify the Project Executing Agencies of such date.

Section 3.02. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Loan Agreement and the Grant Agreement.

ARTICLE IV

Miscellaneous

Section 4.01. Any notice or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or facsimile to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For ADB

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

Facsimile Numbers:

(632) 636-2444
(632) 636-2018.

For the Project Executing Agencies

Quang Tri Provincial People's Committee
45 Hung Vuong Street
Dong Ha City
Quang Tri Province
Viet Nam

Facsimile Numbers:

+84533852827.

Tay Ninh Provincial People's Committee
36 Tran Hung Dao Street, Ward No. 2
Tay Ninh Town
Tay Ninh Province
Viet Nam

Facsimile Numbers:

+84663827290.

Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement or under Section 7.01 of the Loan Agreement and Section 7.01 of the Grant Agreement by or on behalf of each Project Executing Agency may be taken or executed by its chairperson or by such other person or persons as he or she shall so designate in writing notified to ADB.

(b) Each Project Executing Agency shall furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.

Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

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

ASIAN DEVELOPMENT BANK

By 

TOMOYUKI KIMURA
Country Director
Viet Nam Resident Mission

QUANG TRI PROVINCIAL PEOPLE'S
COMMITTEE

By 

MAI THUC
Vice Chairman

TAY NINH PROVINCIAL PEOPLE'S
COMMITTEE

By 

NGUYEN THAO
Vice Chairman