
LOAN NUMBER 3994-MYA (COL)

LOAN AGREEMENT
(Ordinary Operations [Concessional])
(Second Greater Mekong Subregion Highway Modernization Project)

between

REPUBLIC OF THE UNION OF MYANMAR

and

ASIAN DEVELOPMENT BANK

DATED 26th Nov, 2020

MYA 50381

5

m

LOAN AGREEMENT
(Ordinary Operations [Concessional])

LOAN AGREEMENT dated 26th Nov, 2020 between REPUBLIC OF THE UNION OF MYANMAR ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement; and

(B) 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) "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 Loan;
- (b) "EIA" means the environmental impact assessment for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (c) "EGDP" means ethnic group development plan for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (d) "EMP" means the consolidated environmental management plan for the Project, including any update thereto, incorporated in the EIA;

- (e) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (f) "GAP" means a gender action plan for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (g) "Goods" means equipment and materials as set out in the Procurement Plan and to be financed out of the proceeds of the Loan, including any related Nonconsulting Services such as transportation, insurance, installation, commissioning, training, and initial maintenance;
- (h) "Involuntary Resettlement Safeguards" means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;
- (i) "HIV/AIDS" means human immunodeficiency virus/acquired immune deficiency syndrome;
- (j) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (k) "MOC" means the Borrower's Ministry of Construction, or any successor thereto;
- (l) "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 Loan;
- (m) "O&M" means an operation and maintenance of the Project facilities;
- (n) "PAM" means the project administration manual for the Project dated 16 September 2020 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;
- (o) "PMU" means a project management unit to be established within MOC;
- (p) "Procurement Plan" means the procurement plan for the Project dated 16 September 2020 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Policy, the Procurement Regulations, and other arrangements agreed with ADB;
- (q) "Procurement Policy" means ADB's Procurement Policy - Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (r) "Procurement Regulations" means ADB's Procurement Regulations for ADB Borrowers - Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);

- (s) "Project Executing Agency" for the purpose of, and within the meaning of, the Loan Regulations means MOC, or any successor acceptable to ADB, which is responsible for the carrying out of the Project;
- (t) "Project facilities" means the equipment provided and facilities installed under the Project;
- (u) "RP" means each resettlement plan for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (v) "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 the EGDP (as applicable), including any corrective and preventative actions;
- (w) "Services" means Consulting Services and Nonconsulting Services;
- (x) "SPS" means ADB's Safeguard Policy Statement (2009); and
- (y) "Works" means construction or civil works as set out in the Procurement Plan and to be financed out of the proceeds of the Loan, including any related Nonconsulting Services and project related services that are provided as part of a single responsibility or turnkey contract.

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of four hundred eighty-three million eight hundred thousand Dollars (\$483,800,000).

(b) The Loan has a principal repayment period of 24 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 1% per annum during the grace period, and 1.5% per annum 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 15 June and 15 December 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, 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 Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 30 September 2027 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 4 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 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, 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 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, Works and Services, and any relevant records and documents.

ARTICLE V**Effectiveness**

Section 5.01. 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 VI

Miscellaneous

Section 6.01. The Borrower's Minister or Deputy Minister of Planning, Finance and Industry is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

Ministry of Planning, Finance and Industry
Building No. 26 Nay Pyi Taw
Republic of the Union of Myanmar

Facsimile Number:

+95 67 410198

For ADB


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

Facsimile Numbers:

(632) 8636-2444
(632) 8636-2336.

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.

REPUBLIC OF THE UNION OF
MYANMAR

By 

SI SI PYONE
Director General
Treasury Department
Ministry of Planning, Finance and Industry



ASIAN DEVELOPMENT BANK

By 

KYAW THU
Authorized Representative

5.

SCHEDULE 1**Description of the Project**

1. The objective of the Project is to have more efficient and safer movement of goods and people between Bago and Kyaikto, along the Greater Mekong Subregion East-West Economic Corridor.
2. The Project shall comprise the following outputs.
 - (a) **Output 1 – New Bago-Kyaikto Expressway constructed.** Constructing expressway between Bago and Kyaikto.
 - (b) **Output 2 – Capacity of Ministry of Construction for expressway management enhanced:** Developing and implementing a new scheme for expressway and toll road management for MOC, including routine, periodic, and emergency maintenance activities for a sustainable road asset management regime for the entire toll highway network of MOC, and possible concession arrangement for operation and maintenance.
 - (c) **Output 3 – Road Safety for Bago-Kyaikto Corridor Improved.** Improving road safety along the Project corridor, built on the road safety program currently being finalized under a Technical Assistance (TA), TA-9743 MYA: Road Safety for Highway Development in GMS EWEC.
3. The Project is expected to be completed by 31 March 2027.

SCHEDULE 2**Amortization Schedule**

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in USD)
15 December 2028	10,079,167
15 June 2029	10,079,167
15 December 2029	10,079,167
15 June 2030	10,079,167
15 December 2030	10,079,167
15 June 2031	10,079,167
15 December 2031	10,079,167
15 June 2032	10,079,167
15 December 2032	10,079,167
15 June 2033	10,079,167
15 December 2033	10,079,167
15 June 2034	10,079,167
15 December 2034	10,079,167
15 June 2035	10,079,167
15 December 2035	10,079,167
15 June 2036	10,079,167
15 December 2036	10,079,167
15 June 2037	10,079,167
15 December 2037	10,079,167
15 June 2038	10,079,167
15 December 2038	10,079,167
15 June 2039	10,079,167
15 December 2039	10,079,167
15 June 2040	10,079,167
15 December 2040	10,079,167
15 June 2041	10,079,167
15 December 2041	10,079,167
15 June 2042	10,079,167
15 December 2042	10,079,167
15 June 2043	10,079,167
15 December 2043	10,079,167
15 June 2044	10,079,167
15 December 2044	10,079,167
15 June 2045	10,079,167
15 December 2045	10,079,167
15 June 2046	10,079,167
15 December 2046	10,079,167
15 June 2047	10,079,167

6

m-

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in USD)
15 December 2047	10,079,167
15 June 2048	10,079,167
15 December 2048	10,079,167
15 June 2049	10,079,167
15 December 2049	10,079,167
15 June 2050	10,079,167
15 December 2050	10,079,167
15 June 2051	10,079,167
15 December 2051	10,079,167
15 June 2052	10,079,151
Total	483,800,000

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

S:

m-

SCHEDULE 3**Allocation and Withdrawal of Loan 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 Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table.)

Basis for Withdrawal from the Loan Account

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

Reallocation

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

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

Disbursement Procedures

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

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS			
Number	Item	Total Amount Allocated for ADB Financing (\$)	Basis for Withdrawal from the Loan Account
		Category	
1	Project Costs	396,030,000	100% of total expenditure claimed
2	Unallocated	87,770,000	
	TOTAL	483,800,000	

SCHEDULE 4**Execution of Project; Environmental, Social, Financial and Other Matters**Implementation Arrangements

1. The Borrower, through MOC, 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 Borrower, through MOC, and ADB. In the event of any discrepancy between the PAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.
2. The Borrower, through MOC, shall employ sufficient staff for the duration of the Project with adequate and relevant expertise in the field of Project management, financial management, engineering, procurement, environmental and social safeguards implementation. The Borrower shall cause MOC to ensure that all staff employed for the Project are equipped with adequate office space, facilities, equipment, support staff and telecommunications and management information systems for the entire duration of the Project.

Procurement

3. The Borrower shall ensure that:
 - (a) the procurement of Goods, Works and Services is carried out in accordance with the Procurement Policy and the Procurement Regulations for ADB Borrowers;
 - (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 Borrower 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) (i) 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.
4. The Borrower, through MOC, shall not award any Works contract which involves environmental impacts until:

- (a) the Borrower, through MOC, has updated the relevant EIA and/or EMP based on Project's detailed design and obtained ADB's clearance thereof;
- (b) the Borrower's Ministry of Natural Resources and Environmental Conservation has granted the final approval of the relevant EIA; and
- (c) the Borrower, through MOC, has incorporated the relevant provisions from the relevant EMP into the Works contract.

5. The Borrower, through MOC, shall not award any Works contract which involves involuntary resettlement impacts, until the Borrower, through MOC, has prepared and submitted to ADB a RP and EGDP based on the Project's detailed design, and obtained ADB's clearance thereof.

Environment

6. The Borrower, through MOC, shall ensure that the preparation, design, construction, implementation, and operation of Project facilities comply with (a) the Borrower's all applicable laws and regulations relating to environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the EIA, the EMP and any corrective or preventative actions set forth in the Safeguard Monitoring Reports.

Land Acquisition and Involuntary Resettlement

7. The Borrower, through MOC, 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 Borrower relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; and (c) all measures and requirements set forth in the respective RP prepared in accordance with the RP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

8. Without limiting the application of the Involuntary Resettlement Safeguards, the RP, the Borrower, through MOC, shall ensure that no physical or economic displacement takes place in connection with its respective part of the Project until:

- (a) compensation and other entitlements have been provided to the displaced persons under the Involuntary Resettlement Safeguards as described in and in accordance with the RP; and
- (b) a comprehensive income and livelihood restoration program has been established in accordance with the RP.

Indigenous Peoples

9. The Borrower, through MOC, shall ensure that the preparation, design, construction, implementation and operation of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to indigenous peoples; (b) the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 of the SPS; and (c) all measures and requirements set forth in the EGDP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Safeguards-Related Provisions in Bidding Documents and Works Contracts

10. The Borrower, through MOC, 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 EIA, the EMP, the RP and the EGDP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures;
- (c) provide the Borrower 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 EIA, the EMP, the RP and the EGDP;
- (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.

Human and Financial Resources to Implement Safeguards Requirements

11. The Borrower, through MOC, shall make available necessary budgetary and human resources to fully implement the EMP, the RP and the EGDP.

Safeguards Monitoring and Reporting

12. The Borrower, through MOC, shall do the following:

- (a) submit semi-annual 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 EIA, the EMP, the RP and the EGDP, 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 6 months of the loan effectiveness, engage qualified and experienced external experts 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) no later than 6 months within the loan effectiveness engage an independent advisory panel to monitor and report upon Project implementation, and facilitate the carrying out of any monitoring activities by such panel; and
 - (e) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP, the RP or the EGDP promptly after becoming aware of the breach.

Prohibited List of Investments

13. The Borrower, through MOC, shall ensure that no loan proceeds are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Grievance Redress Mechanism

14. The Borrower, through MOC, shall ensure that a grievance redress mechanism acceptable to ADB is established in accordance with the provisions of the EIA, EMP, the RP and the EGDP at the PMU, within the timeframes specified in the relevant EIA, EMP, the RP and the EGDP, to consider safeguards related complaints.

Labor Standards, Health and Safety

15. The Borrower, through MOC, 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; (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. The Borrower shall strictly monitor compliance with the requirements under this paragraph and provide ADB with regular reports.

Gender and Development

16. The Borrower, through MOC, shall ensure that (a) GAP is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in GAP; (c) adequate resources are allocated for implementation of GAP; and (d) progress on implementation of GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Counterpart Support

17. The Borrower shall ensure that counterpart funds necessary for the Project is provided on a timely basis. The Borrower shall ensure that additional counterpart funds are available to cover any funding shortfalls that may occur. In addition to the foregoing, the Borrower shall ensure that it allocates sufficient budget to satisfy its liabilities arising from any Works, Goods and/or Services contract, if any.

Governance and Anticorruption

18. The Borrower 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.

19. The Borrower 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. Individuals/entities on ADB's anticorruption debarment lists are ineligible to participate in ADB-financed activity and may not be awarded any contracts under the Project. If the Borrower or ADB is or becomes aware or has a reasonable suspicion that any member of the Borrower, MOC or PMU has engaged in corrupt or fraudulent practices (as defined in ADB's Anticorruption Policy) under or in connection with the Project or the loan, the Borrower shall take such timely and appropriate action satisfactory to ADB to investigate and/or remedy the situation.

20. In addition to these requirements, to deter corruption and increase transparency, the Borrower, through MOC, shall create a Project website within 2 months of the Effective Date, accessible by the general public, to disclose various information concerning the Project including general information about the Project, public procurement related to the Project, Project progress and contact details in English and Myanmar. The website shall also provide a link to ADB's Integrity Unit (<http://www.adb.org/integrity/complaint.asp>) for reporting to ADB any grievances or allegations of corrupt practices arising out of the project and its activities. For each contract, the website shall include information on, among others, the list of participating bidders, name of the winning bidder, basic details on bidding procedures adopted, amount of contract awarded, and the list of goods/services, including consulting services, procured. The website shall be updated within two weeks after (a) each award of contract, and

(b) each submission of the semi-annual Safeguards Monitoring Report to ADB. In addition to the web-based disclosure, stakeholders, which include civil society and non-governmental organizations, shall be provided by the Borrower with detailed information on procurement on public notice boards in their respective areas.

21. The Borrower shall cause MOC to ensure that any bidder to request an explanation as to why a bid was unsuccessful and the Project Executing Agency shall respond within 20 working days.

Operation and Maintenance

22. During Project implementation and thereafter, the Borrower, through MOC, shall maintain the Project facilities and it provides proper technical supervision and adequate routine funds for this purpose. The funds required for the operation and maintenance of the Project facilities shall be allocated annually and released in a timely basis.

23. The Borrower, through MOC, shall prepare and maintain a road asset management system during Project implementation and thereafter. This system shall capture information such as data on geographical location, length, cross section, historical maintenance records, future maintenance plans, budgetary requirements, and evaluations, to facilitate routine and periodic maintenance of road assets.

Private Sector Participation

24. The Borrower shall ensure that MOC develops a scheme for more private sector participation in O&M of the Project road, following an in-depth study undertaken under Output 2 of the Project as described in Schedule 1 to this Loan Agreement.

Road Safety

25. The Borrower, through MOC, shall undertake road safety audits, accompanied by road safety awareness sessions, during the design process, construction, and on existing roads, and shall ensure that recommendations of the road safety audits are reviewed and promptly incorporated in the design and implemented on existing roads, as appropriate.

Workshop

26. The Borrower, through MOC, shall ensure that MOC conducts a one-day workshop, from time to time, as necessary, to share information with stakeholders on the progress of the Project, issues, lessons learned and performance improvement measures as part of the stakeholder communication strategy.