
LOAN NUMBER 2874-LAO (SF)

GRANT NUMBER 0296-LAO (SF)

FINANCING AGREEMENT
(Special Operations)

(Trade Facilitation: Improved Sanitary and Phytosanitary Handling
in Greater Mekong Subregion Trade Project)

between

LAO PEOPLE'S DEMOCRATIC REPUBLIC

and

ASIAN DEVELOPMENT BANK

DATED 1 August 2012

LAO 43120

**FINANCING AGREEMENT
(Special Operations)**

FINANCING AGREEMENT dated 1 August 2012 between LAO PEOPLE'S DEMOCRATIC REPUBLIC ("Beneficiary") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

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

(B) ADB has agreed to provide financing by making a loan and a grant to the Beneficiary from ADB's Special Funds resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations and Grant Regulations; Definitions

Section 1.01. All provisions of the Special Operations Loan Regulations of ADB, dated 1 January 2006 ("Loan Regulations"), are hereby made applicable to the Loan made pursuant to this Financing Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

(a) The term "Loan Agreement", wherever it appears in the Loan Regulations, shall be substituted by the term "Financing Agreement".

(b) The term "Borrower", wherever it appears in the Loan Regulations, shall be substituted by the term "Beneficiary" as defined in the opening paragraph of this Financing Agreement.

Section 1.02. All provisions of the Special Operations Grant Regulations of ADB, dated 7 February 2005 ("Grant Regulations"), are hereby made applicable to the Grant made pursuant to this Financing Agreement with the same force and effect as if they were fully set forth herein subject, however, to the following modifications:

(a) The term "Grant Agreement", wherever it appears in the Grant Regulations, shall be substituted by the term "Financing Agreement".

(b) The term "Recipient", wherever it appears in the Grant Regulations, shall be substituted by the term "Beneficiary" as defined in the opening paragraph of this Financing Agreement.

Section 1.03. Wherever used in this Financing Agreement, the several terms defined in the Loan Regulations and the Grant Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Financing Agreement have the following meanings:

- (a) "ASEAN" means Association of Southeast Asian Nations;
- (b) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2010, as amended from time to time);
- (c) "Consulting Services" means the services to be financed out of the proceeds of the Loan or the Grant as referred to in paragraph 3 of Schedule 1 to this Financing Agreement;
- (d) "Department of Agriculture" means the Department of Agriculture within MAF of the Beneficiary or any successor thereto;
- (e) "Department of Food and Drugs" means the Department of Food and Drugs within MOH of the Beneficiary or any successor thereto;
- (f) "Department of Livestock and Fisheries" means the Department of Livestock and Fisheries within MAF of the Beneficiary or any successor thereto;
- (g) "Faculty of Agriculture" means the Faculty of Agriculture within the National University of Laos of the Beneficiary or any successor thereto;
- (h) "GMS" means Greater Mekong Subregion;
- (i) "Goods" means equipment and materials to be financed out of the proceeds of the Loan or the Grant; and including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;
- (j) "Grant Imprest Account" means the imprest account referred to in paragraph 6(b) of Schedule 3 to this Financing Agreement;
- (k) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2007, as amended from time to time);
- (l) "Loan Imprest Account" mean the imprest account as referred to in paragraph 6(a) of Schedule 3 to this Financing Agreement;
- (m) "MAF" means the Ministry of Agriculture and Forestry of the Beneficiary or any successor thereto;
- (n) "MOH" means the Ministry of Health of the Beneficiary or any successor thereto;

(o) “PAM” means the project administration manual for the Project dated 30 March 2012 and agreed between the Beneficiary and ADB, as updated from time to time in accordance with the respective administrative procedures of the Beneficiary and ADB;

(p) “Procurement Guidelines” means ADB’s Procurement Guidelines (2010, as amended from time to time);

(q) “Procurement Plan” means the procurement plan for the Project dated 30 March 2012 and agreed between the Beneficiary and ADB, as updated from time to time in accordance with the Procurement Guidelines, Consulting Guidelines, and other arrangements agreed with ADB;

(r) “Project Executing Agency” means for the purposes of, and within the meaning of, the Loan Regulations means, MAF or any successor thereto acceptable to ADB, which shall be responsible for the carrying out of the Project;

(s) “Project Implementing Agencies” means each of (i) the Department of Agriculture; (ii) Department of Livestock and Fisheries; (iii) Department of Food and Drugs; and (iv) Faculty of Agriculture, which shall be responsible for the carrying out of certain parts of the Project;

(t) “SPS” means Sanitary and Phytosanitary; and

(u) “Works” means construction or civil works to be financed out of the proceeds of the Loan or 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 Loan and the Grant

Section 2.01. ADB agrees to provide to the Beneficiary from ADB's Special Funds resources, on terms and conditions set forth in this Financing Agreement:

(a) a loan in various currencies equivalent to one million nine hundred forty-two thousand Special Drawing Rights (SDR1,942,000) (“Loan”); and

(b) a grant in the amount of eleven million Dollars (\$11,000,000) (“Grant”).

Section 2.02. (a) The Beneficiary 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.

(b) The term “grace period” as used in paragraph (a) of this Section means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Financing Agreement.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 February and 15 August in each year.

Section 2.04. The Beneficiary 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 Financing 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 Section 4.03(a) and 4.04 of the Loan Regulations shall be the Dollar.

ARTICLE III

Use of Proceeds of the Loan and the Grant

Section 3.01. The Beneficiary shall cause the proceeds of the Loan and the Grant to be applied to the financing of expenditures on the Project in accordance with the provisions of this Financing Agreement.

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

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

Section 3.04. Withdrawals from the Loan Account and 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 Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 28 February 2018 and the Grant Closing Date for the

purposes of Section 8.02 of the Grant Regulations shall be 28 February 2018 or, in each case, such other date as may from time to time be agreed between the Beneficiary and ADB.

ARTICLE IV

Particular Covenants

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

Section 4.02. (a) The Beneficiary shall (i) maintain, or cause to be maintained, separate accounts for the Project, including separate accounts for the Loan and the Grant; (ii) have such accounts and related financial statements audited annually, in accordance with appropriate auditing standards consistently applied, by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB; (iii) furnish to ADB, as soon as available but in any event not later than 6 months after the end of each related fiscal year, certified copies of such audited accounts and financial statements and the report of the auditors relating thereto (including the auditors' opinion on the use of the Loan proceeds and the Grant proceeds and compliance with the financial covenants of this Financing Agreement as well as on the use of the procedures for imprest account and statement of expenditures), all in the English language; and (iv) furnish to ADB such other information concerning such accounts and financial statements and the audit thereof as ADB shall from time to time reasonably request.

(b) The Beneficiary shall enable ADB, upon ADB's request, to discuss the Beneficiary's financial statements for the Project and its financial affairs related to the Project from time to time with the auditors appointed by the Beneficiary pursuant to subparagraph (a) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB, provided that any such discussion shall be conducted only in the presence of an authorized officer of the Beneficiary unless the Beneficiary shall otherwise agree.

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

ARTICLE V

Effectiveness

Section 5.01. A date 90 days after the date of this Financing Agreement is specified for the effectiveness of the Financing Agreement for the purposes of Section 9.04 of the Loan Regulations and Section 9.04 of the Grant Regulations.

ARTICLE VI**Miscellaneous**

Section 6.01. The Minister of Finance of the Beneficiary is designated as representative of the Beneficiary for the purposes of Section 11.02 of the Loan Regulations and Section 11.02 of the Grant Regulations.

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

For the Beneficiary

Ministry of Finance
PO Box 46
23rd Sing Ha Road
Vientiane, Lao PDR

Facsimile Number:

(856 21) 41 2142.

For ADB

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

Facsimile Numbers:

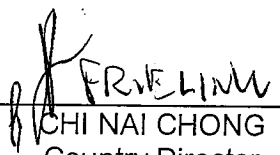
(632) 636-2444
(632) 636-2331.

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

LAO PEOPLE'S DEMOCRATIC
REPUBLIC

By 
SANTIPHAB PHOMVIHANE
Vice Minister
Ministry of Finance

ASIAN DEVELOPMENT BANK

By 
CHI NAI CHONG
Country Director
Lao Resident Mission

SCHEDULE 1**Description of the Project**

1. The expected impact of the Project is for the agriculture, forestry and food products of the Beneficiary to be: (a) safer; (b) more efficiently produced; and (c) traded in greater quantities. The expected outcome of the Project is an enhanced SPS management system in the territory of the Beneficiary.
2. The Project will (a) strengthen surveillance and inspection programs for plant health, animal health, and food safety including safer food handling in the tourist industry; (b) improve regional cooperation and harmonization in SPS management in agriculture, forestry and food trade; (c) enhance education levels and university training of SPS specialists; and (d) support effective Project management.
3. The Project will include the provision of consulting services. The Project is expected to be completed by 31 August 2017.

SCHEDULE 2

Amortization Schedule

(Trade Facilitation: Improved Sanitary and Phytosanitary Handling in Greater Mekong Subregion Trade Project)

<u>Date Payment Due</u>	<u>Payment of Principal</u> (expressed in Special Drawing Rights)*
15-Aug-2020	40,458
15-Feb-2021	40,458
15-Aug-2021	40,458
15-Feb-2022	40,458
15-Aug-2022	40,458
15-Feb-2023	40,458
15-Aug-2023	40,458
15-Feb-2024	40,458
15-Aug-2024	40,458
15-Feb-2025	40,458
15-Aug-2025	40,458
15-Feb-2026	40,458
15-Aug-2026	40,458
15-Feb-2027	40,458
15-Aug-2027	40,458
15-Feb-2028	40,458
15-Aug-2028	40,458
15-Feb-2029	40,458
15-Aug-2029	40,458
15-Feb-2030	40,458
15-Aug-2030	40,458
15-Feb-2031	40,458
15-Aug-2031	40,458
15-Feb-2032	40,458
15-Aug-2032	40,458
15-Feb-2033	40,458
15-Aug-2033	40,458
15-Feb-2034	40,458
15-Aug-2034	40,458
15-Feb-2035	40,458
15-Aug-2035	40,458
15-Feb-2036	40,458
15-Aug-2036	40,458
15-Feb-2037	40,458
15-Aug-2037	40,458
15-Feb-2038	40,458
15-Aug-2038	40,458
15-Feb-2039	40,458
15-Aug-2039	40,458

Schedule 2

15-Feb-2040	40,458
15-Aug-2040	40,458
15-Feb-2041	40,458
15-Aug-2041	40,458
15-Feb-2042	40,458
15-Aug-2042	40,458
15-Feb-2043	40,458
15-Aug-2043	40,458
15-Feb-2044	40,474
TOTAL	1,942,000

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

SCHEDULE 3

Allocation and Withdrawal of Loan and Grant Proceeds

General

1. The tables attached to this Schedule set forth the Categories of items of expenditure to be financed out of the proceeds of the Loan and the Grant. Table 1 sets forth the allocation of the Loan proceeds to each such Category. Table 2 sets out the allocation of the Grant proceeds to each such Category (Reference to "Category" in this Schedule is to a Category or Subcategory of Table 1 and Table 2, respectively.)

Percentages of ADB Financing

2. Except as ADB may otherwise agree, the items of expenditure shall be financed out of the proceeds of the Loan and the Grant on the basis of the percentages set forth in Table 1 and Table 2, respectively.

Interest Charge

3. The amount allocated to Category 4 of Table 1 is for financing the interest charge on the Loan during the implementation period of the Project.

Reallocation

4. Notwithstanding the allocation of the Loan proceeds and the Grant proceeds and the withdrawal percentages set forth in Table 1 and Table 2, respectively,

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

Disbursement Procedures

5. Except as ADB may otherwise agree, the proceeds of the Loan and the Grant shall be disbursed in accordance with the Loan Disbursement Handbook.

Imprest Account; Statement of Expenditures

6. (a) Except as ADB may otherwise agree, the Beneficiary shall establish or cause to be established immediately after the Effective Date, a Loan Imprest Account at Bank of Lao PDR. The Loan Imprest Account shall be established, managed, replenished and liquidated in accordance with the Loan Disbursement Handbook and detailed arrangements agreed upon between the Beneficiary and ADB. The Loan Imprest Account shall only be used for the purposes of the Project. The currency of the Loan Imprest Account shall be the Dollar. The ceiling for the Loan Imprest Account shall not exceed the lower of (i) the estimated expenditure to be financed from the Loan Imprest Account for 6 months of Project implementation, or (ii) the equivalent of 10% of the Loan amount.

(b) Except as ADB may otherwise agree, the Beneficiary shall establish or cause to be established immediately after the Effective Date, a Grant Imprest Account at Bank of Lao PDR. The Grant Imprest Account shall be established, managed, replenished and liquidated in accordance with the Loan Disbursement Handbook, and detailed arrangements agreed upon between the Beneficiary and ADB. The Grant Imprest Account shall only be used for the purposes of the Project. The currency of the Grant Imprest Account shall be the Dollar. The ceiling for the Grant Imprest Account shall not exceed the lower of (i) the estimated expenditure to be financed from the Grant Imprest Account for 6 months of Project implementation, or (ii) the equivalent of 10% of the Grant amount.

(c) The statement of expenditures procedure may be used for reimbursement of eligible expenditures and to liquidate advances provided into the Loan Imprest Account and the Grant Imprest Account, in accordance with the Loan Disbursement Handbook and detailed arrangements agreed upon between the Beneficiary and ADB. Any individual payment to be reimbursed or liquidated under the statement of expenditures procedure shall not exceed the equivalent of \$20,000.

TABLE 1

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Trade Facilitation: Improved Sanitary and Phytosanitary Handling in Greater Mekong Subregion Trade Project)			
CATEGORY			ADB FINANCING
Number	Item	Amount Allocated for ADB Financing (SDR) Category	Percentage and Basis for Withdrawal from the Loan Account
1	Works	432,000	100% of total expenditures claimed
2	Training, awareness, workshops and meetings	1,144,000	100% of total expenditures claimed
3	Small laboratory goods	203,000	87% of total expenditures claimed
4	Interest during implementation	62,000	100% of total amount due
5	Unallocated	101,000	
	Total	1,942,000	

TABLE 2

ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS (Trade Facilitation: Improved Sanitary and Phytosanitary Handling in Greater Mekong Subregion Trade Project)				
CATEGORY				ADB FINANCING
Number	Item	Amount Allocated for ADB Financing (\$)		Percentage and Basis for Withdrawal from the Grant Account
		Category	Subcategory	
1	Equipment	1,827,200		
1A	Vehicles		576,700	100% of total expenditures claimed
1B	Laboratory and Other Equipment		1,250,500	100% of total expenditures claimed
2	Consulting Services	5,772,800		100% of total expenditures claimed
3	Laboratory system support	687,100		
3A	Testing, surveillance and other services		595,900	100% of total expenditures claimed
3B	Small laboratory goods		46,800	13% of total expenditures claimed
3C	Data management		44,400	100% of total expenditures claimed
4	Recurrent costs	2,180,100		100% of total expenditures claimed
5	Unallocated	532,800		
	Total	11,000,000		

SCHEDULE 4

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. All terms used in this Schedule and not otherwise defined in this Financing Agreement have the meanings provided in the Procurement Guidelines and/or the Consulting Guidelines, as applicable.

Goods and Works

3. Except as ADB may otherwise agree, Goods and Works shall only be procured on the basis of the methods of procurement set forth below:
 - (a) International Competitive Bidding;
 - (b) National Competitive Bidding;
 - (c) Shopping; and
 - (d) Direct Contracting.
4. The methods of procurement are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Beneficiary may only modify the methods of procurement or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

Domestic Preference

5. The Beneficiary may grant a margin of preference in the evaluation of bids under international competitive bidding in accordance with paragraphs 2.55(a) and 2.56 of the Procurement Guidelines for domestically manufactured Goods and paragraphs 2.55(b) and 2.56 of the Procurement Guidelines for domestic Works.

National Competitive Bidding

6. The Beneficiary and ADB shall ensure that, prior to the commencement of any procurement activity under national competitive bidding, the Beneficiary's national competitive bidding procedures are consistent with the Procurement Guidelines. Any modifications or clarifications to such procedures agreed between the Beneficiary 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 Beneficiary and ADB.

Consulting Services

7. Except as ADB may otherwise agree, and except as set forth in the paragraph below, the Beneficiary shall apply quality- and cost-based selection for selecting and engaging Consulting Services.

8. The Beneficiary shall apply the following methods for selecting and engaging the specified Consulting Services, in accordance with, among other things, the procedures set forth in the Procurement Plan:

- (i) Fixed Budget Selection for restaurants and food enterprises training in good manufacturing practices and post harvest handling; and
- (ii) Consultants' Qualifications Selection for restaurant audits, food safety handling for restaurant and food enterprises, and improved SPS education.

9. The Beneficiary shall recruit the individual consultants for improved SPS education and supply chain studies in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

10. (a) The Beneficiary shall 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 Beneficiary shall 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.

11. The Beneficiary shall 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

12. 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 Beneficiary and ADB and set forth in the Procurement Plan.

SCHEDULE 5

Execution of Project and Operation of Project Facilities; Financial Matters

Implementation Arrangements

1. The Beneficiary and the Project Executing Agency 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 Beneficiary and ADB. In the event of any discrepancy between the PAM and this Financing Agreement, the provisions of this Financing Agreement shall prevail.

Safeguards

2. The Beneficiary shall ensure that the Project does not have any environmental, indigenous peoples or involuntary resettlement impacts, all within the meaning of ADB's Safeguard Policy Statement (2009). In the event that the Project does have any such impact, the Beneficiary shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Beneficiary and with ADB's Safeguard Policy Statement

Counterpart Support

3. Prior to the completion of the Project, the Beneficiary shall, in consultation with ADB, increase operational funding and staffing within the relevant ministries to a sustainable level that will ensure the SPS system to be developed under the Project shall be properly maintained beyond the Project implementation period.

4. The Beneficiary shall ensure that counterpart funds required for the implementation of the Project are provided on timely basis.

Gender and Development

5. The Beneficiary shall ensure that all Project activities are designed and implemented in accordance with ADB's Policy on Gender and Development (1998). In particular, the Beneficiary shall ensure that at least 30% of the participants for the technical training under the Project shall be female. The Beneficiary shall further ensure that all monitoring and evaluation data shall be disaggregated by gender.

Technical Regulations

6. The Beneficiary shall issue technical regulations, standard operating procedures and inspection manuals on improved SPS measures prepared with support of the Project. The Beneficiary shall ensure that these regulations, procedures and manuals shall be (a) in compliance with applicable international SPS principles and international best practice; (b) where relevant, harmonized with similar regulations, procedures and manuals issued by other ASEAN and GMS countries; (c) consistent with the principles of good governance; and (d) justifiable on social and economic grounds.

Governance and Anticorruption

7. The Beneficiary, the Project Executing Agency, and the Project Implementing Agencies shall (i) 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 (ii) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

8. The Project Executing Agency and the Project Implementing Agencies 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.