
LOAN NUMBER 3936-MON(COL)

LOAN AGREEMENT
(Ordinary Operations [Concessional])
(Developing the Economic Cooperation Zone Project)

between

MONGOLIA

and

ASIAN DEVELOPMENT BANK

DATED 2 July 2020

MON 51410

LOAN AGREEMENT
(Ordinary Operations [Concessional])

LOAN AGREEMENT dated 2 July 2020 between MONGOLIA ("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;

(B) the Project will be carried out by the Office of the Deputy Prime Minister ("ODPM") and for this purpose, the Borrower will make available to ODPM the proceeds of the loan provided for herein upon terms and conditions satisfactory to ADB; 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) "associated facilities" includes existing roads, streetlights and underground pipes for heating, water supply and waste-water collection, and power supply transmission lines within ZUFZ;
- (b) "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;
- (c) "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;

- (d) “Environmental Safeguards” means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (e) “GAP” means the gender action plan prepared for the Project, including any update thereto, and agreed to between the Borrower and ADB;
- (f) “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;
- (g) “IEE” means the initial environmental examination for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;
- (h) “linked facilities” includes heating, waste-water collection, and power supply plants and ancillary connections needed for ZUFZ and located outside ZUFZ;
- (i) “Loan Disbursement Handbook” means ADB’s Loan Disbursement Handbook (2017, as amended from time to time);
- (j) “MCUD” means the Ministry of Construction and Urban Development of the Borrower or any successor thereto;
- (k) “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;
- (l) “PAM” means the project administration manual for the Project dated 24 April 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;
- (m) “PIU” means the project implementation unit to be established under ODPM, as further described in detail in the PAM;
- (n) “Procurement Plan” means the procurement plan for the Project dated 24 April 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;
- (o) “Procurement Policy” means ADB’s Procurement Policy – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (p) “Procurement Regulations” means ADB’s Procurement Regulations for ADB Borrowers - Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);

- (q) "Project area" means approximately 300 or above hectares of ZUFZ which shall be confirmed after completion of the detailed engineering design to be carried out for the Project;
- (r) "Project Executing Agency" for the purposes of, and within the meaning of, the Loan Regulations means ODPM or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Project;
- (s) "Project facilities" means all facilities constructed, installed, expanded or maintained under the Project and within the Project area;
- (t) "Project Implementing Agencies" means MCUD and ZUFZGO or any successor thereto acceptable to ADB, which are responsible for day-to-day implementation of the Project;
- (u) "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, including any corrective and preventative actions;
- (v) "Services" means Consulting Services and Nonconsulting Services;
- (w) "SPS" means ADB's Safeguard Policy Statement (2009);
- (x) "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;
- (y) "ZUFZ" means the Zamyn-Uud free zone; and
- (z) "ZUFZGO" means the Zamyn-Uud Free Zone Governor's Office of the Borrower or any successor thereto.

ARTICLE II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount in various currencies equivalent to twenty-one million nine hundred ninety-six thousand Special Drawing Rights (SDR21,996,000).

(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 15 April and 15 October 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 June 2026 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, through the Project Executing Agency, 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, through the Project Executing Agency, 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 Minister of Finance of the Borrower 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 Finance
Government Building 2
S. Danzan Street 5/1
Ulaanbaatar-15160
Mongolia

Facsimile Number:

(976-11) 320247

For ADB

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

Facsimile Numbers:

(63-2) 8636-2444
(63-2) 8636 2302.

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.

MONGOLIA

By 

ENKHTUVSHIN ULZIISAIKHAN
Deputy Prime Minister

ASIAN DEVELOPMENT BANK

By 

PAVIT RAMACHANDRAN
Country Director
Mongolia Resident Mission

SCHEDULE 1

Description of the Project

1. The objective of the Project is to enhance economic activities and employment in ZUFZ.
2. The Project shall comprise:
 - (a) (i) construction within the Project area of (A) new primary 4-lane and secondary 2-lane roads with sidewalks and streetlights; (B) underground pipes for heating, water supply and waste-water collection, and power supply transmission lines; (C) a solid waste management transfer station and a recycling center; (D) security fence in accordance with the specifications of the General Authority of Border Protection; and (E) a gateway complex with a warehouse, a control space shed, gender-specific washrooms, and an inspection platform; and (ii) installation of necessary equipment within the Project area, including cargo and passenger automatic x-ray and radiation detection equipment.
 - (b) (i) designing an appropriate model of public-private partnership to support efficient operations and sustainable maintenance of ZUFZ; (ii) preparing business and market strategies and guidelines with gender equality provisions; (iii) enhancing gender awareness, and promoting economic opportunities especially for women traders in ZUFZ; and (iv) capacity development of the Project Executing Agency and the Project Implementing Agencies for project implementation, monitoring and evaluation.
 - (c) establishing an entry system within the Project area using information technology solutions for (i) passenger and vehicle inspection with the use of digital surveillance and facial biometric recognition to ensure border security and social safety; and (ii) integrated border management database that is linked with Customs Automated Information System of the Mongolia Customs General Administration, General Agency of Specialized Inspection and the Borrower's immigration system.
3. The Project is expected to be completed by 31 December 2025.

SCHEDULE 2
Amortization Schedule

<u>Payment Due</u>	<u>Payment of Principal</u> (expressed in Special Drawing Rights)*
15 October 2025	549,900
15 April 2026	549,900
15 October 2026	549,900
15 April 2027	549,900
15 October 2027	549,900
15 April 2028	549,900
15 October 2028	549,900
15 April 2029	549,900
15 October 2029	549,900
15 April 2030	549,900
15 October 2030	549,900
15 April 2031	549,900
15 October 2031	549,900
15 April 2032	549,900
15 October 2032	549,900
15 April 2033	549,900
15 October 2033	549,900
15 April 2034	549,900
15 October 2034	549,900
15 April 2035	549,900
15 October 2035	549,900
15 April 2036	549,900
15 October 2036	549,900
15 April 2037	549,900
15 October 2037	549,900
15 April 2038	549,900
15 October 2038	549,900
15 April 2039	549,900
15 October 2039	549,900
15 April 2040	549,900
15 October 2040	549,900
15 April 2041	549,900
15 October 2041	549,900
15 April 2042	549,900
15 October 2042	549,900
15 April 2043	549,900
15 October 2043	549,900
15 April 2044	549,900
15 October 2044	549,900
15 April 2045	549,900
Total	21,996,000

* 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. 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.

Interest Charge

3. The amount allocated to Category "Interest Charge" is for financing the interest charge on the Loan during the implementation period of the Project. ADB shall be entitled to withdraw from the Loan Account and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of such interest charge.

Reallocation

4. 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

5. 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 (SDR)	Basis for Withdrawal from the Loan Account
		Category	
1	Works	9,158,000	100% of total expenditure claimed*
2	Goods	5,645,000	100% of total expenditure claimed**
3	Services, project management and recurrent costs	3,329,000	100% of total expenditure claimed
4	Interest Charge	469,000	100% of amount due
5	Unallocated	3,395,000	
	TOTAL	21,996,000	

* Exclusive of value-added taxes (VAT) imposed within the territory of the Borrower.

** Exclusive of VAT and customs duties on imported Goods imposed within the territory of the Borrower.

SCHEDULE 4

Execution of Project; Financial Matters

Implementation Arrangements

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

Procurement

2. The Borrower, through the Project Executing Agency, shall ensure that:
 - (a) the procurement of Goods, Works and Services is carried out in accordance with the Procurement Policy and the Procurement Regulations;
 - (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.

3. The Borrower, through the Project Executing Agency, shall not award any Works contract which involves environmental impacts until:
 - (a) the Ministry of Environment and Tourism has granted the final approval of the IEE; and
 - (b) the Borrower has incorporated the relevant provisions from the EMP into the Works contract.

Environment

4. The Borrower, through the Project Executing Agency, 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 environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the IEE, the EMP, and any corrective or preventative actions (i) set forth in a Safeguards Monitoring Report; or (ii) which are subsequently agreed between ADB and the Borrower. In case of any discrepancy or inconsistency among the applicable laws and regulations of the Borrower relating to environment, health and safety and the SPS, the SPS shall prevail.

Land Acquisition and Involuntary Resettlement and Indigenous Peoples

5. The Borrower, through the Project Executing Agency, shall ensure that the Project does not have any indigenous peoples or involuntary resettlement impacts, all within the meaning of the SPS. In the event that the Project does have any such impact, the Borrower, through the Project Executing Agency, shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with the SPS.

Human and Financial Resources to Implement Safeguards Requirements

6. The Borrower, through the Project Executing Agency, shall make available necessary budgetary and human resources to fully implement the EMP and the GAP.

Safeguards – Related Provisions in Bidding Documents and Works Contracts

7. The Borrower, through the Project Executing Agency, 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 IEE and the EMP (to the extent they concern impacts on the respective affected people under the Environmental Safeguards during construction), and any corrective or preventative actions set forth in (i) a Safeguards Monitoring Report; or (ii) subsequently agreed between ADB and the Borrower;
- (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 IEE and the EMP;
- (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.

Safeguards Monitoring and Reporting

8. The Borrower, through the Project Executing Agency, shall do the following:
 - (a) submit Safeguards Monitoring Reports to ADB in respect of implementation of and compliance with Environmental Safeguards and the EMP, semiannually during construction and the implementation of the Project and the EMP until the issuance of ADB's Project completion report unless a longer period is agreed in the EMP, and disclose relevant information from such reports to the respective affected people under the Environmental Safeguards, promptly upon submission;
 - (b) if any unanticipated environmental and/or social risks and impacts arise during construction and operation phase of the Project that were not considered in the IEE and the EMP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and
 - (c) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP promptly after becoming aware of the breach.

Prohibited List of Investments

9. 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.

Grievance and Redress Mechanism

10. The Borrower, through the Project Executing Agency, shall ensure that a safeguards grievance redress mechanism acceptable to ADB is established in accordance with the provisions of the IEE and the EMP at the PIU, within the timeframe specified in the IEE and the EMP, to consider safeguards complaints.

11. The grievance redress mechanism shall function to: (a) review and document eligible complaints of Project stakeholders; (b) proactively address grievances; (c) provide the complainants with notice of the chosen mechanism and/or action; and (d) prepare and make available to ADB upon request periodic reports to summarize (i) the number of complaints received and resolved; (ii) chosen actions; and (iii) final outcomes of the grievances and make these reports available to ADB upon request.

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, through the Project Executing Agency, shall include specific provisions in the bidding

documents and contracts financed by ADB under the Project requiring that the contractors to, 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; (f) do not delay any lawful payment to the workers; and (g) 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 and Development

14. The Borrower shall ensure that (a) the 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 the GAP; (c) adequate resources are allocated for implementation of the GAP; and (d) progress on implementation of the GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Counterpart Support

15. The Borrower shall ensure that all counterpart funds required for the smooth and effective implementation of the Project, including any shortfall of funds or cost overruns incurred during the implementation of the Project are provided in a timely manner. The Borrower shall further ensure that adequate budgetary and other resources are allocated and promptly provided for the operation and maintenance of the Project facilities.

16. In addition to the foregoing, the Borrower shall ensure that the Project Executing Agency has sufficient funds to satisfy its liabilities arising from any Works, Goods, and/or Services contract.

Operational/Sector Performance Covenants

17. Based on the ground assessment of the condition of the associated facilities conducted by the Borrower, the Borrower has confirmed that the associated facilities are in good and workable condition. In the event that the associated facilities are not in good and workable condition, to the satisfaction of ADB, throughout the implementation and operation and maintenance of the Project, the Borrower shall immediately, at its cost and expense, repair such facilities to bring them in a good and workable condition.

18. The Borrower has confirmed that (a) institutional arrangements have been put in place for the operation and management of the linked facilities pursuant to Resolution No. 206 of the Borrower; and (b) adequate budgetary resources have been allocated in the 2020 national budget to commission and operationalize the linked facilities.

19. The Borrower shall ensure that the linked facilities remain in good and workable condition throughout the implementation and operation and maintenance of the Project. The

Borrower shall further ensure that adequate contingency funds, as and when required, are provided in a timely manner, to fully operate and/or repair the linked facilities.

20. The Borrower shall cause the Mongolia Customs General Administration, the General Agency for Specialized Inspection and the Ministry of Environment and Tourism to establish an effective monitoring system, before Project completion, to minimize potential opportunities for traffickers to exploit the ZUFZ for illegal timber trade and wildlife trafficking.

Governance and Anticorruption

21. The Borrower, the Project Executing Agency, and the Project Implementing Agencies 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.

22. The Borrower, 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.