
LOAN NUMBER 3456-TIM(SF)

LOAN AGREEMENT
(Special Operations)

(Dili to Baucau Highway Project)

between

DEMOCRATIC REPUBLIC OF TIMOR-LESTE

and

ASIAN DEVELOPMENT BANK

DATED 22 - Dec - 2016

TIM 50211

**LOAN AGREEMENT
(Special Operations)**

LOAN AGREEMENT dated 22 - Dec - 2016 between the DEMOCRATIC REPUBLIC OF TIMOR-LESTE ("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 loan to the Borrower 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; 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 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) "CAFI" means the Borrower's Conselho de Administracao do Fundo Infraestrutura established pursuant to Decree-Law No. 13/2016 of 18 May 2016 on Regulations on the Fund for Infrastructure, or any successor thereto;

(b) "Construction Supervision Contract" means the construction supervision contract for the Project between MPWTC and Nippon Koei Co. Ltd. in joint venture with Philkoei International Inc. and PT Indokoei International dated 18 January 2013;

(c) "Construction Supervision Consultant" means Nippon Koei Co. Ltd. in joint venture with Philkoei International Inc. and PT Indokoei International;

(d) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2013, as amended from time to time);

(e) "Consulting Services" means the services to be financed out of the proceeds of the Loan as described in paragraph 3 of Schedule 1 to this Loan Agreement;

(f) "EMP" means the environmental management plan for the Project, including any update thereto, incorporated in the IEE;

(g) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;

(h) "Indigenous Peoples Safeguards" means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;

(i) "IEE" means the initial environmental examination (also known as the simplified environmental impact statement) for the Project, including any update thereto, prepared and submitted by the Borrower and cleared by ADB;

(j) "Involuntary Resettlement Safeguards" means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;

(k) "JICA Loan Agreement" means the loan agreement between the Borrower and the Japan International Cooperation Agency for financing the Dili to Manatuto road section that is adjacent to the Project dated 19 March 2012;

(l) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2015, as amended from time to time);

(m) "MPWTC" means the Ministry of Public Works, Transport and Communication of the Borrower, or any successor thereto;

(n) "PAM" means the project administration manual for the Project dated 21 September 2016 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) "Procurement Guidelines" means ADB's Procurement Guidelines (2015, as amended from time to time);

(p) "Procurement Plan" means the procurement plan for the Project dated 21 September 2016 and agreed between the Borrower and ADB, as updated from time to time in accordance with the Procurement Guidelines, the Consulting Guidelines, and other arrangements agreed with ADB;

(q) "Project Executing Agency" means, for the purposes and within the meaning of the Loan Regulations, CAFI, which is responsible for the carrying out of the Project, or any successor acceptable to ADB;

(r) "Project Implementing Agency" means MPWTC, or any successor thereto acceptable to ADB;

(s) "RP" means the resettlement plan for the Project, including the findings and corrective actions from the Social Compliance Audit and any update thereto, prepared and submitted by the Borrower and cleared by ADB;

(t) "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 IPP (as applicable), including any corrective and preventative actions;

(u) "Social Compliance Audit" means the social compliance audit on involuntary resettlement and its compliance with the SPS carried out by ADB for the Project;

(v) "SPS" means ADB's Safeguard Policy Statement (2009);

(w) "SCG-ABIPRAYA JV" means the joint venture comprising Shanghai Construction Group Co. Ltd. And PT Brantas Abipraya (Persero);

(x) "Works" means construction or civil works to be financed out of the proceeds of the Loan, 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; and

(y) "Works Contract" means the civil works contract for the Project between MPWTC and SCG-ABIPRAYA JV dated 31 March 2016.

ARTICLE II

The Loan

Section 2.01. ADB agrees to lend to the Borrower from ADB's Special Funds resources an amount in various currencies equivalent to thirty-five million four hundred and sixty-seven thousand Special Drawing Rights (SDR 35,467,000).

Section 2.02. (a) 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.

(b) The term "grace period" as used in subsection (a) 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 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 March and 15 September 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 Consulting Services shall be made only on account of expenditures relating to:

- (a) 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) 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 30 November 2022 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

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

Section 4.02. (a) The Borrower shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project 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 and Works, and any relevant records and documents.

ARTICLE V

Suspension; Acceleration of Maturity

Section 5.01. The following is specified as an additional event for suspension of the right of the Borrower to make withdrawals from the Loan Account for the purposes of Section 8.01(m) of the Loan Regulations: the Borrower shall have failed to perform one or more of its obligations under the JICA Loan Agreement and the JICA loan has been suspended.

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

ARTICLE VI

Effectiveness

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

ARTICLE VII

Miscellaneous

Section 7.01. The 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 7.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

Palacio do Governo
Ministry of Finance
Edificio 5, 1 Andar
Dili, Timor-Leste

Facsimile Number:

+670 332-1339

For ADB

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

(632) 636-2444

(632) 636-2446.

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.

DEMOCRATIC REPUBLIC OF
TIMOR-LESTE

By 

SANTINA JRF VIEGAS CARDOSO
Minister
Ministry of Finance

ASIAN DEVELOPMENT BANK

By 

RICHARD PHELPS
Principal Infrastructure Specialist
Timor-Leste Resident Mission

SCHEDULE 1**Description of the Project**

1. The objective of the Project is to establish a more reliable and safe road network.
2. The Project shall comprise: (a) upgrading approximately 56 km of the road section between Manatuto and Baucau; (b) expansion of "performance-based maintenance"; and (c) awareness-raising for road safety and transport-related social issues.
3. The Project is provided with project management support.
4. The Project is expected to be completed by 31 May 2022.

SCHEDULE 2**Amortization Schedule****(Dili to Baucau Highway Project)**

<u>Date Payment Due</u>	<u>Payment of Principal</u> (expressed in Special Drawing Rights)
15 March 2022	886,675
15 September 2022	886,675
15 March 2023	886,675
15 September 2023	886,675
15 March 2024	886,675
15 September 2024	886,675
15 March 2025	886,675
15 September 2025	886,675
15 March 2026	886,675
15 September 2026	886,675
15 March 2027	886,675
15 September 2027	886,675
15 March 2028	886,675
15 September 2028	886,675
15 March 2029	886,675
15 September 2029	886,675
15 March 2030	886,675
15 September 2030	886,675
15 March 2031	886,675
15 September 2031	886,675
15 March 2032	886,675
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15 March 2034	886,675
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15 March 2035	886,675
15 September 2035	886,675
15 March 2036	886,675
15 September 2036	886,675
15 March 2037	886,675
15 September 2037	886,675
15 March 2038	886,675
15 September 2038	886,675
15 March 2039	886,675
15 September 2039	886,675
15 March 2040	886,675
15 September 2040	886,675
15 March 2041	886,675
15 September 2041	886,675
TOTAL	35,467,000

* 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 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 3 is for financing the interest charge on the Loan during the implementation period of the Project.

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, in consultation with 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, in consultation with 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.

Retroactive Financing

6. Withdrawals from the Loan Account may be made to finance eligible expenditures incurred under the Project before the Effective Date, but not earlier than 12 months before the date of this Loan Agreement, in connection with Works and Consulting Services, subject to a maximum amount equivalent to 20% of the Loan amount.

Condition for Withdrawals from Loan Account

7. Notwithstanding any other provision of this Loan Agreement, no withdrawals shall be made from the Loan Account until: (a) the Borrower, through MPWTC, and SCG-ABIPRAYA JV have signed an amendment to the Works Contract in form and substance satisfactory to ADB to incorporate ADB-specific requirements (including standard anticorruption and environmental and social safeguards requirements) into the Works Contract; (b) the Borrower, through MPWTC, and the Construction Supervision Consultant have signed an amendment to the Construction Supervision Contract in form and substance satisfactory to ADB to incorporate ADB-specific requirements (including anticorruption and environmental and social safeguards requirements); (c) the Borrower shall have implemented the RP, particularly the corrective actions from the Social Compliance Audit, for compliance with the SPS; (d) the National Directorate for Pollution Control and Environmental Impact of the Borrower has issued the environmental license incorporating all relevant provisions of the IEE, and the Borrower has incorporated the relevant provisions from the EMP into the Works Contract, for compliance with the SPS; and (e) the Borrower shall have paid the initial \$10.14 million of the sums due to SCG-ABIPRAYA JV under the Works Contract (including any advance payment) from its own resources.

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Dili to Baucau Highway Project)			
Number	Item	Total Amount Allocated for ADB Financing (SDR) Category	Basis for Withdrawal from the Loan Account
1	Works	31,767,000	90.5% of total expenditure claimed*
2	Consulting Services	357,000	100% of total expenditure claimed
3	Interest Charge	2,500,000	100% of amounts due
4	Unallocated	843,000	
	Total	35,467,000	

* Subject to the condition for withdrawal described in paragraph 7 of Schedule 3.

SCHEDULE 4

Procurement of Works and Consulting Services

General

1. The procurement of Works and Consulting Services shall be subject to and governed by the Procurement Guidelines, and the Consulting Guidelines, respectively, and subject to the following provisions. This is with the exception of the procurement of the Works Contract, although its implementation is subject to the Procurement Guidelines and other ADB requirements, as appropriate.

2. Except as ADB may otherwise agree, Works shall be procured and Consulting Services shall be selected and engaged only on the basis of the procurement method and the selection methods set forth below. These methods are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the procurement method and the selection methods or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

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

Works

4. Works shall be procured on the basis of the international competitive bidding.

Consulting Services

5. The Borrower shall recruit the individual consultants for project management support in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

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

7. The Borrower 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

8. 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 Borrower and ADB and set forth in the Procurement Plan.

SCHEDULE 5**Execution of Project; Financial Matters**Implementation Arrangements

1. The Borrower, CAFI and MPWTC 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.

Environment

2. The Borrower shall ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project 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 set forth in a Safeguards Monitoring Report.

Land Acquisition and Involuntary Resettlement

3. The Borrower 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 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 RP, and any corrective or preventative actions and conditions set forth in the Social Compliance Audit and Safeguards Monitoring Report.

4. Without limiting the application of the Involuntary Resettlement Safeguards or the RP or Section 7(b) of Schedule 3 to this Loan Agreement, the Borrower shall ensure that no physical or economic displacement takes place in connection with the Project until:

- (a) compensation and other entitlements have been provided to affected people in accordance with the RP, particularly the corrective actions from the Social Compliance Audit; and
- (b) a comprehensive income and livelihood restoration program has been established in accordance with the RP, particularly the corrective actions from the Social Compliance Audit.

Indigenous Peoples

5. The Borrower shall ensure that the Project does not have any indigenous peoples impact. In the event that the Project does have any such impact, the Borrower shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with ADB's Safeguard Policy Statement.

Human and Financial Resources to Implement Safeguards Requirements

6. The Borrower shall make available necessary budgetary and human resources to fully implement the EMP and the RP.

Safeguards – Related Provisions in Bidding Documents and Works Contracts

7. The Borrower shall ensure that all bidding documents and the Works Contract contain provisions that require contractors to:

- (a) comply with the measures relevant to the contractor set forth in the IEE, the EMP and the RP (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 IEE, the EMP and the RP;
- (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 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 IEE, the EMP or the RP, 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 or the RP 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.

Labor Standards, Health and Safety

10. The Borrower shall ensure that the core labor standards and the Borrower's applicable laws and regulations are complied with during Project implementation. The Borrower shall include specific provisions in the bidding documents and the Works Contract 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 (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.

11. The Borrower shall strictly monitor compliance with the requirements set forth in paragraph 10 above and provide ADB with regular reports.

12. The Borrower shall ensure that the principles of gender equality aimed at increasing Project benefits and impact on women in the Project area are followed during implementation of the Project. These include (a) equal pay to men and women for work of equal value; (b) enabling working conditions for women workers; and (c) taking necessary actions to encourage women living in the Project area to participate in the design and implementation of Project activities.

Counterpart Support

13. The Borrower and CAFI shall make available adequate budgetary allocations of the required counterpart funds in respect of the Project on a timely and regular basis. The Borrower shall meet any financing shortfall to ensure that the Project is fully implemented. In addition to the foregoing, the Borrower shall ensure that MPWTC has sufficient funds to satisfy its liabilities arising from any Works and/or Consulting Services contract.

14. The Borrower and MPWTC shall ensure that the project management unit in MPWTC is adequately staffed for overseeing Project implementation.

Operation and Maintenance

15. The Borrower shall ensure that: (a) the Works Contract and bidding documents shall include provisions requiring Works contractors to be responsible for maintenance of the upgrade of road section for 2 years after physical completion; (b) local contractors shall be trained in performance maintenance; and (c) performance-based contracts shall be used for future maintenance. The Borrower, through MPWTC (Directorate of Roads, Bridges and Flood Control), shall ensure that maintenance is systematically and continuously implemented on the Project road section to the standard defined for

performance-based maintenance in the Works Contract, and provide adequate funding (of at least \$5,000 per km per annum) for this purpose.

Governance and Anticorruption

16. The Borrower, CAFI and MPWTC 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.

17. The Borrower, CAFI and MPWTC 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.