

**CONFORMED COPY**

April 13, 2010

H.E. Nguyễn Văn Giàu  
Governor  
State Bank of Vietnam  
Socialist Republic of Vietnam

**Re: Vietnam: DFID Trust Fund Grant Agreement for the  
HIV/AIDS Prevention Project - Grant No. TF096672**

Excellency:

In response to the request for financial assistance made on behalf of Socialist Republic of Vietnam ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively "World Bank"), acting as administrator of grant funds provided by DFID under the Vietnam: HIV/AIDS Prevention Project (Grant No. TF096672) proposes to extend to the Recipient a grant in an amount not to exceed seventeen million two hundred thousand Pound Sterling (GBP 17,200,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project"). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Section 4.02 of the Annex to this Agreement.

Very truly yours,  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/  
INTERNATIONAL DEVELOPMENT ASSOCIATION

Victoria Kwakwa  
Country Director

AGREED:  
SOCIALIST REPUBLIC OF VIETNAM

By Nguyen Van Binh  
Authorized Representative

Name Nguyen Van Binh

Title Deputy Governor of the State Bank of Vietnam

Date July 15, 2010

*Enclosures:*

- (1) Standard Conditions for Grants Made by the World Bank out of Various Funds, dated July 1, 2008.
- (2) Disbursement Letter together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.

## *Article I*

### *Standard Conditions; Definitions*

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 1, 2008 (“Standard Conditions”), constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement and the following additional terms have the following meanings:

- (a) “AIDS” means the acquired immuno-deficiency syndrome.
- (b) “Category” means the category of items set forth in the table in paragraph 3.01 of the Annex-1 to the Grant Agreement.
- (c) “CPMU” means the Central Project Management Unit within the Ministry of Health and any successor thereto.
- (d) “Development Grant Agreement” or “DGA” means the Development Grant Agreement entered into between the Recipient and the International Development Association dated May 26, 2005 (the “Development Grant Agreement”) (“IDA Grant No. 152-VN) for the HIV/AIDS Prevention Project.
- (e) “DOH” means a Department of Health at the provincial level.
- (f) “DOIC” means a Department of Information and Culture at the provincial level.
- (g) “DOLISA” means a Department of Labor, Invalids and Social Affairs at the provincial level.
- (h) “Ethnic Minority Framework” means the policy framework dated February 2005, adopted by the Recipient’s Ministry of Health through Decision No. 431/QD-BYT dated February 23, 2005, satisfactory to the Bank, which sets out: (i) the policies and procedures to ensure meaningful consultation with, and the informed participation of, ethnic minorities within the Participating Cities and Participating Provinces who are affected by the Project, and (ii) the principles for the preparation of ethnic minorities development plans as may be required during the implementation of the Project, as said Framework may be revised from time to time with the prior concurrence of the Bank.

(i) “Health Care Waste Management Plan” means the plan dated January 2005, adopted by the Recipient’s Ministry of Health through Decision No. 431/QD-BYT dated February 23, 2005, satisfactory to the Bank, which sets out the environmental mitigation measures in respect of the treatment of the health care waste generated at the rehabilitation centers and community-based clinics at the pilot sites under Part A and B of the Project.

(j) “HIV” means the human immuno-deficiency virus.

(k) “Innovation Sub-Grant” means a sub-grant made available by the Recipient out of the proceeds of the Grant to an eligible beneficiary for the development and implementation of innovative HIV/AIDS prevention and treatment approaches under Part B.1(d) of the Project.

(l) “MOH” means the Recipient’s Ministry of Health, and any successor thereto.

(m) “MOIC” means the Recipient’s Ministry of Information and Culture, and any successor thereto.

(n) “MOLISA” means the Recipient’s Ministry of Labor, Invalids and Social Affairs, and any successor thereto.

(o) “National Strategy on HIV/AIDS Prevention and Control” means the strategy adopted by the Recipient through the Prime Minister’s Decision No. 36/2004/QD-TTg of March 17, 2004, which sets out the Recipient’s strategy for the period through 2010 with a long-term vision extending through 2020, for the control, prevention and treatment of HIV/AIDS.

(p) “NIHE” means the Recipient’s National Institute of Hygiene and Epidemiology, and any successor thereto.

(q) “Operations Manual” means the manual to be adopted by MOH to provide procedures and guidelines in the implementation of Part A of the Project, as such Manual may be amended from time to time with the prior concurrence of the World Bank.

(r) “Participating Cities” means those cities of the Recipient participating in the Project and listed in the Attachment-1 to the Grant Agreement, as such list may be amended from time to time with the prior concurrence of the World Bank; and “Participating City” means any one of such Participating Cities.

(s) “Participating Provinces” means those Provinces of the Recipient participating in the Project and listed in the Attachment-1 to the Grant Agreement, as such list may be amended from time to time with the prior concurrence of the Bank; and “Participating Province” means any one of such Participating Provinces.

(t) “PPMU” means a Provincial Project Management Unit established and maintained in each Participating Province and each Participating City, and “PPMUs” means all such PPMUs.

(u) “Procurement Plan” means the Recipient’s procurement plan.

(v) “Provincial AIDS Steering Committee” means the Committee established and maintained in each Participating Province and Participating City.

(w) “Provincial HIV/AIDS Action Plan” means the annual plan prepared by a Participating Province or a Participating City, which sets forth the program of activities and indicates the objectives, target populations and sources of funds therefore, designed to prevent the spread of HIV/AIDS within said Province or City, and proposed by said Province or City for financing under Part A of the Project; and “Provincial HIV/AIDS Action Plans” means all such Plans.

(x) “Provincial Sub-Grant” means a sub-grant made available by the Recipient out of the proceeds of the Grant to a Participating Province or a Participating City for purposes of Part A of the Project.

(y) “Technical Review Team” means the team to be established and maintained by the CPMU, to review the Provincial HIV/AIDS Action Plans and ensure the feasibility and effectiveness of the HIV/AIDS interventions proposed.

## **Article II**

### **Project Execution**

2.01. ***Project Objectives and Description.*** The objective of the Project is to assist the Recipient in establishing and maintaining national, provincial and local policies and capacity to design, implement and evaluate information and service delivery programs designed to halt the transmission of HIV/AIDS among vulnerable populations and between vulnerable populations and the general population, thereby assisting the Recipient in the implementation of its National Strategy on HIV/AIDS Prevention and Control. The purpose of this Grant is to finance Part A, B and C of the project activities described in Schedule 2 of the Development Grant Agreement, as amended from time to time. The project consists of the following parts.

**PART A:**     Provincial HIV/AIDS Action Plans: Preparation and implementation of Provincial HIV/AIDS Action Plans in selected provinces and cities (Attachment-1), through the provision of Provincial Sub-grants.

**PART B:**     National HIV/AIDS Policy and Program

1.     Policy and Program Development and Implementation

      (a)     Provision of opiate substitution therapy in the form of methadone maintenance, and condom use promotion.

(b) Development of supportive national and provincial policies and strengthening of research capacity for HIV prevention, care and treatment among vulnerable populations.

(c) Support for programs of knowledge sharing and training in HIV/AIDS prevention, care and treatment.

(d) Development of innovative and effective HIV/AIDS prevention and treatment approaches and models among vulnerable groups, through the provision of Innovation Sub-grants.

## 2. Monitoring and Evaluation

Development of a national Monitoring and Evaluation results framework, operational plan and system, consisting of:

(a) Adoption of a revised HIV/AIDS Monitoring and Evaluation Plan which establishes the structure for monitoring and evaluation, national indicators and guidelines for the collection and use of data;

(b) Establishment of a national Monitoring and Evaluation Unit within the Department of HIV/AIDS Control of MOH to coordinate national monitoring and evaluation activities;

(c) Establishment of regional Monitoring and Evaluation centers;

(d) Provision of training to national, regional and provincial personnel; and

(e) Strengthening of: (i) biological and behavioral surveillance of priority communities and vulnerable populations; (ii) health facility surveillance of HIV/AIDS services; (iii) effectiveness research; and (iv) Monitoring and Evaluation dissemination and data use mechanisms.

**PART C: Project Management:** Strengthening of the national and provincial Project management and implementation capacity, including audit of the Project accounts.

**2.02. *Project Execution Generally.*** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry the Project through Ministry of Health (MOH), in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 (“Anti-Corruption Guidelines”); and (c) this Article II.

**2.03. *Institutional and Other Arrangements.*** Within the limitation of paragraph 2.02 above, the Recipient shall carry out the project in accordance with the implementation program set forth in Schedule 4 to the Development Grant Agreement (“IDA Grant No. 152-VN)

2.04. ***Donor Visibility and Visit.*** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor's support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Donor to visit any part of the Recipient's territory for purposes related to the Project.

2.05. ***Project Monitoring, Reporting and Evaluation.*** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Project Report shall cover the period of six months, and shall be furnished to the World Bank not later than two months after the end of the period covered by such report.

(c) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

2.06. ***Financial Management.*** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

## 2.07. ***Procurement***

(a) **General.** All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the World Bank in May 2004 and **revised in October 2006** ("Procurement Guidelines"), in the case of goods and works;

(ii) Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006 ("Consultant Guidelines") in the case of consultants' services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (“Procurement Plan”).

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods and Works

(i) Except as otherwise provided in sub-paragraph (ii) below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan: (A) Limited International Bidding; (B) National Competitive Bidding, subject to the additional provisions as provided in Attachment-2 to the Grant Agreement; (C) Shopping; (D) Direct Contracting; and; (E) Procurement from UN Agencies.

(d) Particular Methods of Procurement of Consultants’ Services

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Least Cost Selection; (C) Selection based on Consultants’ Qualifications; (D) Single-source Selection; (E) Selection of Individual Consultants; and (F) Sole Source Procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. Except as the World Bank shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the World Bank: (a) each contract for goods, works and services (other than consultants’ services) estimated to cost the equivalent of \$300,000 or more, (b) each contract procured on the basis of Limited International Bidding or Direct Contracting; (c) each contract for consultants’ services provided by a firm estimated to cost the equivalent of \$100,000 or more; and (d) each contract for consulting services procured on the basis of Single-Source-Selection. All other contracts shall be subject to Post Review by the World Bank.

(f) Procurement Audit : The Recipient shall (a) carry out annual procurement audits of the Project through an independent entity acceptable to the World Bank, under terms of reference satisfactory to the World Bank, (b) by no later than December 31 of each year, commencing from 2010, provide to the World Bank for its



review and comments, the report of such procurement audit and promptly review with the World Bank the recommendations presented in said report.

### Article III Withdrawal of Grant Proceeds

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in GBP)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Provincial Sub-Grants under Part A of the Project	8,450,000	100% of Sub-Grant amount disbursed.
(2) Innovation Sub-Grants under Part B.1 (d) of the Project	40,000	100% of Sub-Grant amount disbursed
(3) Civil works	80,000	100%
(4) Goods	2,080,000	100%
(5) Consultants’ services	5,050,000	100%
(6) Training	720,000	100%
(7) Incremental Operating Costs	160,000	100%
(8) Unallocated	620,000	0
<b>TOTAL AMOUNT</b>	17,200,000	

3.02. ***Withdrawal Conditions.*** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. ***Withdrawal Period.*** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2012.

#### **Article IV Effectiveness; Termination**

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:

(a) the Recipient has prepared ethnic minority development plans for all Participating Provinces and Participating Cities in form and substance satisfactory to the World Bank; and

(b) the Recipient has updated the Health Care Waste Management Plan for all Participating Provinces and Participating Cities in form and substance satisfactory to the World Bank.

4.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article V**  
**Recipient's Representative; Addresses**

5.01. ***Recipient's Representative.*** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is Governor State Bank of Vietnam.

5.02. ***Recipient's Address.*** The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

State Bank of Vietnam  
49 Ly Thai To  
Hanoi  
Socialist Republic of Vietnam

Cable:	Telex:	Facsimile:
VIETBANK	412248	(84-4)825 0612
Hanoi	NHTWVT	

5.03. ***World Bank's Address.*** The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development/International  
Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:	Telex:	Facsimile:
INTBAFRAD		
INDEVAS	248423 (MCI) or	1-202-477-6391
Washington, D.C.	64145 (MCI)	

Attachment-1

**PARTICIPATING PROVINCES AND CITIES**

1. Hai Phong
2. Ho Chi Minh City
3. Hanoi
4. Can Tho
5. Da Nang
6. Lang Son
7. Quang Ninh
8. Dong Thap
9. Baria-Vung tau
10. Binh Thuan
11. Thua Thien Hue
12. Ha Tinh
13. Tay Ninh
14. An Giang
15. Bac Giang
16. Ben Tre
17. Cao Bang
18. Dong Nai
19. Hau Giang
20. Khanh Hoa
21. Kien Giang
22. Lai Chau
23. Nam Dinh
24. Nghe An
25. Son La
26. Thai Binh
27. Thai Nguyen
28. Thanh Hoa
29. Tien Giang
30. Vinh Long
31. Yen Bai
32. Soc trang

Attachment-2

**National Competitive Bidding**

The procedure to be followed for National Competitive Bidding shall be those set forth in Article 18 on Open Bidding of the *Law on Procurement 61 / 2005/QH11* dated November 29, 2005, *Law on Amendment to some provisions in Laws related to State-involvement in Investment 38/2009/QH12* dated June 19, 2009 and *Decree 85/2009/ND-CP, Guiding Implementation of Law on Procurement and Selection of Construction Contractors under the Construction Law* dated October 15, 2009 (collectively, “National Procurement Laws”) with due consideration to economy, efficiency and transparency as set forth in, and broad consistency with, Section I of the of the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 (the Guidelines) and required by paragraphs 3.3 and 3.4 of the Guidelines. Whenever any procedure in the National Procurement Laws is inconsistent with the requirements of said paragraphs 3.3 and 3.4 of the Guidelines, the latter shall prevail, including the following:

Eligibility

1. The eligibility of bidders shall be as defined under Section I of the Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Guidelines. Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders in bid evaluation, nor shall foreign bidders be asked or required to form joint ventures with national bidders in order to submit a bid. Bidders located in the same province or city as the procuring entity shall not be given preference over bidders located outside that city or province.

2. In addition to the foregoing requirements, equitized Government-owned enterprises in which the Recipient holds less than fifty percent of the shares are eligible to participate, *provided that* the procuring entity or investment owner does not own shares (or represent the Government's shares) in the enterprise and the governing Board and management team are autonomous from the procuring entity and the investment owner. Military or security units or enterprises established under, reporting directly or indirectly to, or owned wholly or partly by, the Ministry of Defense or the Ministry of Public Security shall not be permitted to bid.

Registration

3. Registration shall not be used to assess bidders' qualifications. A foreign bidder shall not be required to register as a condition for submitting its bid and, if determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity of registering, without any let or hindrance. Bidding shall not be restricted to any particular class of contractors, and non-classified contractors shall also be eligible to bid.

Advertising; Time for Bid Preparation

4. Invitations to bid shall be advertised in at least one widely circulated national newspaper, allowing a minimum of thirty (30) days, from the date of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids, and potential bidders shall be allowed to purchase bidding documents up to any time prior to the deadline for the submission of bids. In addition, the Recipient is encouraged to advertise in the Government Public Procurement Newspaper and on a free and open access website.

Standard Bidding Documents

5. Standard Bidding Documents, acceptable to the World Bank, shall be used.

Qualification Criteria

6. Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a pass or fail basis and merits points shall not be used. Such assessment shall only take into account the bidder's capacity and resources to perform the contract, specifically its experience and past performance on similar contracts, capabilities with respect to personnel, equipment and construction and manufacturing facilities, and financial capacity.

Bid Submission, Bid Opening and Bid Evaluation

7. Bidders may submit bids, at their option, either in person or by courier service or by mail. Bids shall be opened in public, immediately after the deadline for submission of bids. Bids received after the deadline for bid submission shall be rejected and returned to the bidders unopened.

(a) Bidding documents shall be sold to anyone who is willing to pay the required fee of the bidding documents which shall not exceed the costs of printing, reproduction and delivery, and no other conditions shall be imposed on the sale of the bidding documents.

(b) Evaluation of bids shall be made in strict adherence to the criteria that shall be clearly specified in the bidding documents and quantified in monetary terms for evaluation criteria other than price; merit points shall not be used in bid evaluation.

(c) A contract shall be awarded to the technically responsive bid that offers the lowest evaluated price and no negotiations shall be permitted. A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

(d) A bidder shall not be eliminated from detailed evaluation on the basis of minor, non-substantial deviations.

(e) No bidder shall be rejected on the basis of a comparison with the

employer's estimate and budget ceiling without the World Bank's prior concurrence.

(f) A copy of the minutes of the public bid opening shall be promptly provided to all bidders who submitted bids, and to the World Bank with respect to contracts subject to prior review.

#### Rejection of All Bids and Re-bidding

8. All bids shall not be rejected or new bids solicited without the World Bank's prior written concurrence.

#### Complaints by Bidders and Handling of Complaints

9. The Recipient shall implement an effective and independent protest mechanism allowing bidders to protest and to have their protests handled in a timely manner.

#### Fraud and Corruption

10. The World Bank shall declare a firm or individual ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the World Bank, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract financed by the World Bank.

#### Right to Inspect/Audit

11. Each bidding document and contract financed from the proceeds of a Credit shall include a provision requiring bidders, suppliers, contractors and subcontractors to permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract and to have said accounts and records audited by auditors appointed by the World Bank. The deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to obstructive practice.

#### License

12. Foreign contractors shall be given a reasonable opportunity to apply for and obtain work license, which shall not be arbitrarily withheld.

#### Publication of the Award of Contract

13. The Recipient shall publish the following information on contract award in the Government Public Procurement Newspaper or on a free and open access website or on another means of publication acceptable to the World Bank: (a) name of each bidder who submitted a bid; (b) bid prices as read out at bid opening; (c) name and evaluated price of each bid that was evaluated; (d) name of bidders whose bids were rejected and the reasons for their rejection; and (e) name of the winning bidder, price it offered as well as the duration and summary scope of the contract awarded. This publication shall be updated regularly.



