Global Partnership for Education
Grant Agreement

(Vietnam Escuela Nueva Project)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as administrator of grant funds provided under the Global Partnership for Education Trust Fund)

Dated January 9, 2013
GLOBAL PARTNERSHIP FOR EDUCATION
GRANT AGREEMENT

AGREEMENT dated January 9, 2015, entered into between:
SOCIALIST REPUBLIC OF VIETNAM ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of grant funds provided under the Global Partnership for Education ("GPE") Trust Fund.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section I. of the Appendix to this Agreement, constitute an integral part of this Agreement.

1.02. 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.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the Ministry of Education and Training in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.
Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to eighty four million six hundred thousand Dollars ($84,600,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The 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, the Recipient’s may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Recipient’s Representative; Addresses

4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Governor, or a Deputy Governor, of State Bank of Vietnam.

4.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

State Bank of Vietnam
49 Ly Thai Ttc
Hanoi, Vietnam

Cable address: VIETBANK
Telex: 412248
Facsimile: (84-4) 3825 0612

4.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Development Association
1818 H Street N.W.
Washington, D.C. 20433
United States of America

Cable: NHTWVT
Telex: NHTWVT
Facsimile:
AGREED at Hanoi, Socialist Republic of Vietnam, as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By

Authorized Representative

Name: Le Minh Hung
Title: Deputy Governor

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION acting as administrator of grant funds provided under the Global Partnership for Education Trust Fund

By

Authorized Representative

Name: Victoria Kwalica
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to introduce and use new teaching and learning practices in the classroom targeting the most disadvantaged groups of primary students.

The Project consists of the following:

Part A: Material Development for Pedagogical Renovation

1. Development of Learning Guides and Other Materials: provision of support for development of learning guides and other materials, including: (a) development of learning guides and materials for teachers, school, and communities; and (b) development of materials for teacher training institutes.

2. Capacity Building for Material Development: provision of support for capacity building to education administrators, teachers, and other stakeholders for material development, including international study tours, international conferences, national conferences, and national capacity building workshops.

Part B: Training and Provision of Materials

1. Development of Training Materials and Delivery of Training: provision of support to education administrators and teachers for development of training materials and delivery of training, including: (a) provision of training guides, trainee self-assessment tools, and pre-training materials; (b) development of training modules; (c) carrying out of workshops; and (d) carrying out of training.

2. Provision of Materials: provision of materials, including: (a) provision of materials to targeted schools; (b) collection of feedback from teachers and education administrators on the training and materials, and collection of data on such findings; (c) carrying out of workshops for education representatives from the Government, teachers, and other relevant stakeholders; and (d) communication of the successes of the Project to relevant stakeholders.

Part C: School Level Support for Project Implementation:

1. School Campus Sub-grants and Provision of Equipment: provision of School Campus Sub-grants and provision of equipment, including: (a) provision of Sub-grants to targeted schools; (b) provision of some centrally procured items, for instance school equipment, Vietnamese summer classes, training activities, teaching assistants, classroom furniture, teaching and learning aids, and extracurricular activities.
2. **Satellite Support Sub-grants**: provision of Sub-grants to satellite schools to assist them in providing lunches to students at schools and to engage teaching assistants at satellite campuses in the most disadvantaged areas.

**Part D: Project and Knowledge Management:**

1. **Project Management**: provision of support for Project management at the central and provincial levels within MOET including for the supervision and monitoring of Sub-grants.

2. **Knowledge Management, Classroom Assessment, and Impact Evaluation**: provision of support for knowledge management, classroom assessment, and impact evaluation, including: (a) upgrading of the DFA database; (b) carrying out of video study of classroom practices; (c) carrying out of meetings and conferences to discuss the Project experiences and share good practices; (d) establishment of channels of communication to disseminate the Project promotional materials; (e) implementation of the upgraded DFA database; and (f) carrying out of the Project impact evaluation.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Implementation Arrangements

1. The Recipient shall, by no later than fifteen (15) days after the effectiveness of this Agreement, establish within department of primary education under MOET, and thereafter maintain throughout the implementation of the Project, a Project Management Unit, headed by the director of such department of primary education, and with composition and terms of reference satisfactory to the World Bank. The PMU shall be responsible for coordination, management, and implementation of Project activities at the central level.

2. The Recipient shall establish by no later than thirty (30) days after the effectiveness of this Agreement and thereafter maintain, throughout the implementation of the Project, a Provincial Project Steering Committee in each of the targeted provinces, headed by the director of the department of education and training of the respective provinces. The PPSC shall be responsible for the administration of the Project at the provincial level, including supervision of the respective Provincial Project Coordination Unit, selection of schools to receive Sub-grants and solution of any related issues.

3. The Recipient shall establish by no later than thirty (30) days after the effectiveness of this Agreement and thereafter maintain, throughout the implementation of the Project, a PPCU within the provincial department of education and training, with composition and terms of reference satisfactory to the World Bank. The PPCU shall be under the supervision of the respective PPSC and shall be responsible for: (a) management of the provincial designated account; (b) provision of materials, training, and pedagogical advice for schools; (c) provision of support for knowledge management, classroom assessment, and impact evaluation for schools; and (d) provision of advice to the PPSC on the post-Project implementation, maintenance, and scaling up of the Project model.

4. The Recipient shall cause the Sub-grants receiving schools to: (a) enter into a Memorandum of Understanding (MoU) with the respective PPCU prior to receiving the Sub-grants; and (b) be responsible for the daily implementation of the Sub-grants, in accordance with the School Grants Chapter of the Project Implementation Manual acceptable to the World Bank.
5. The Recipient shall:

(a) adopt by no later than fifteen (15) days after the effectiveness of this Agreement, and carry out the Project and cause the Project to be carried out, in accordance with the Project Implementation Manual setting forth guidelines and procedures for the implementation of the Project, acceptable to the World Bank, including: (i) technical components; (ii) monitoring and evaluation arrangements; (iii) policies, procedures and requirements under the Project in regard to financial management, flow of funds, definition of roles and responsibilities, internal control and reconciliation, record keeping, reporting and auditing; (iv) guidelines and procedures for procurement consistent with the provisions of Section III of this Schedule 2, as well as the allocation of roles and responsibilities for procurement review and approval; and (v) a chapter on the selection, approval and implementation of the School Campus Sub-grants and Satellite Support Sub-grants (the “School Grants Chapter”);

(b) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of said PIM or any part thereof, without the prior written agreement of the World Bank.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. 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 and on the basis of the indicators set forth in paragraph 2 of this Section II.A. Each Project Report shall cover the period of one (1) calendar year, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The performance indicators referred to in paragraph 1 above consist of the following:
(a) **Outcome Indicators:**

(i) 400,000 students benefiting from the Project;

(ii) 25 learning guides, teacher guides, and teacher training institute guides developed; and

(iii) 30,000 primary education teachers and education administrators completing the training under the Project.

(b) **Intermediate Indicators:**

(i) for Part A: 20 domestic workshops held for material development;

(ii) for Part B: 1,447 schools receiving full complement of the materials for each successive grade:

(iii) for Part C: 1,447 schools receiving Sub-grants; and

(iv) for Part D: a qualitative study of classroom observations comparing the Project and non-Project classrooms conducted.

3. 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 (6) months after the Closing Date.

B. **Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

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

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.
4. The Recipient shall, within three (3) months after the effectiveness of this Agreement, develop the adequate accounting software or simplified books and ledgers to be used at the Sub-grants receiving schools.

5. The Recipient shall cause each of the Sub-grants receiving schools to complete the following prior to receiving the Sub-grants: (a) sign the MoU with the respective P 3SC; (b) establish the school Project management team; (c) establish the school's own account; (d) assign the school accountant to be responsible for the Sub-grants; (e) cause such school accountant to participate in the financial management training; and (f) adopt the PIM.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works, non-consulting-services and consultants' 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:

(a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) in the case of goods, works and non-consulting services; and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(b) the provisions of this Section III, 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 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works, and Non-consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works, and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding, subject to the additional provisions set forth in Annex to this Schedule 2</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
</tbody>
</table>

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality Based Selection</td>
</tr>
<tr>
<td>(b) Fixed Budget Selection</td>
</tr>
<tr>
<td>(c) Least Cost Selection</td>
</tr>
<tr>
<td>(d) Selection Based on Consultants’ Qualification</td>
</tr>
<tr>
<td>(e) Single Source Selection of Consulting Firms</td>
</tr>
<tr>
<td>(f) Procedures set forth in Paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(g) Sole-Source Procedures for the Selection of Individual Consultants</td>
</tr>
</tbody>
</table>
D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

E. Action Plan to Improve Fairness and Transparency in Procurement

The Recipient shall, within three (3) months after the effectiveness of this Agreement, prepare and adopt an action plan to improve fairness and transparency in procurement under the Project, as acceptable to the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of 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 table in paragraph 2 below.

2. The following 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods (including 2 cars), works, non-consulting services, consulting services, Incremental Operating Costs, and Training and Workshops under Parts A, B, and D of the Project</td>
<td>40,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>Sub-grants under Part C of the Project</td>
<td>43,800,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>84,600,000</td>
<td></td>
</tr>
</tbody>
</table>
B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $8,000,000 equivalent may be made for payments made prior to this date but on or after July 1, 2012, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is May 31, 2016.
ANNEX to Schedule 2

National Competitive Bidding: Additional Procedures

The procedures to be followed for the procurement of goods, non-consulting services, and works under contracts awarded on the basis of National Competitive Bidding shall be those set forth in: (a) Article 13 on Open Bidding of the Recipient’s Law on Procurement No. 61/2005/QH11 dated November 29, 2005; (b) the Recipient’s Law No. 38/2009/QH12 Amending and Supplementing a Number of Articles of Laws Concerning Capital Construction Investment dated June 19, 2009; and (c) the Recipient’s Decree No. 85/2009/ND-CP Guiding Implementation of the Law on the Procurement and Selection of Construction Contractors under the Construction Law dated October 15, 2009 (collectively “National Procurement Laws”), subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of the Procurement Guidelines and the following provisions:

Conflict of Interest

1. A bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be ineligible for award of a contract. The provisions on conflict of interest as stated under Section I of the Procurement Guidelines shall apply.

Eligibility

2. The eligibility of bidders shall be as defined under Section I of the Procurement 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 or be subcontractors to national bidders in order to submit a bid.

3. Government-owned enterprises or institutions of the Borrower’s country are eligible to bid in the Recipient’s country only if they can establish that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower. 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

4. 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

5. The complete text of advertisement shall be published in a national newspaper of wide circulation or in the official gazette provided that it is of wide circulation, or on a widely used website or electronic portal with free national and international access. The Recipient may publish a shorter version of the advertisement text, including the minimum relevant information, in the national press provided that the full text is simultaneously published in the official gazette or on a widely used website or electronic portal with free national and international access. Notification shall be given to prospective bidders in sufficient time to enable them to obtain relevant documents.

6. The time allowed for the preparation and submission of bids shall not be less than thirty (30) days from the date of the invitation to bid or the date of availability of the bidding documents, whichever is later.

Standard Bidding Documents

7. Standard bidding documents acceptable to the World Bank shall be used.

Qualification Criteria

8. 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 merit 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. The evaluation of the bidder’s qualifications shall be conducted separately subsequent to the technical and commercial evaluation of the bid.

Bid Submission, Bid Opening, and Bid Evaluation

9. Bidders may submit bids, at their option, either in person or by courier service or by mail, as required in the bidding documents. Bids shall be opened in public, immediately after the deadline for submission of bids, regardless of the number of bids received. Bids received after the deadline for bid submission shall be rejected and returned to the bidders unopened. A copy of the bid opening minutes shall be promptly provided to all bidders who submitted bids, and to the World Bank with respect to contracts subject to the World Bank’s prior review.
(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 at any time prior to the deadline for bid submission, 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, within the period of the validity of bids, to the bidder who meets the appropriate standards of capability and resources and whose bid has been determined (i) to be substantially responsive to the bidding documents and (ii) to offer the lowest evaluated cost. No negotiations shall be permitted. A bidder shall neither be required nor permitted, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

(d) No bid shall be eliminated from detailed evaluation on the basis of minor, non-substantive deviations.

(e) The comparison of all bids and the award of contract may be based on the total cost at destination including all taxes and duties.

(f) No bid shall be rejected on the basis of a comparison with the employer’s estimate and budget ceiling without the World Bank’s prior written agreement.

Rejection of All Bids and Re-bidding

10. Rejection of all bids is justified when there is lack of effective competition, or all bids are not substantially responsive, or no bidder meets the specified qualification criteria, or the bid price of the lowest evaluated winning bid is substantially higher than the Recipient’s updated estimated cost or available budget. Lack of competition shall not be determined solely on the basis of the number of bidders. Even when only one bid is submitted, the bidding process may be considered valid, if the bid was satisfactorily advertised, the qualification criteria were not unduly restrictive, and prices are reasonable in comparison to market values. All bids shall not be rejected or new bids solicited without the World Bank’s prior written agreement.
Complaints by Bidders and Handling of Complaints

1. The Recipient shall implement an effective and independent protest mechanism allowing bidders to protest and have their protests handled in a timely manner. An independent protest mechanism shall provide for the review of complaints by an independent entity that is not involved in any aspect of the underlying procurement process (e.g., bid evaluation, contract approval, etc.).

Fraud and Corruption

2. The provisions on fraud and corruption as stated under Section I of the Procurement Guidelines shall apply. Each bidding document and contract financed out of the proceeds of the Financing shall include provisions on matters pertaining to fraud and corruption as defined in the Guidelines. The World Bank will sanction a firm or individual, at any time, in accordance with prevailing World Bank sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a World Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a World Bank-financed contract.

Right to Inspect/Audit

13. Each bidding document and contract financed from the proceeds of the Financing shall include a provision requiring bidders, suppliers, contractors, and subcontractors to permit the World Bank, 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. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for in the Guidelines constitute an obstructive practice as defined in the Guidelines.

License

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

Publication of the Award of Contract

15. Within two weeks of receiving the World Bank’s no objection to the award recommendation for contracts subject to the World Bank’s prior review, and within two weeks of the Recipient’s award decision for contracts subject to the World Bank’s post review, the Recipient shall publish the following information on contract award in a national newspaper of wide circulation and/or in the official gazette provided that it is of wide circulation, or on a widely used website or electronic portal with free national and international access: (a) the name of each bidder which submitted a bid; (b) bid prices as read out at bid opening; (c) evaluated prices of each bid that was evaluated; (d) the names
of bidders whose bids were either rejected as non-responsive or not meeting qualification criteria, or not evaluated, with the reasons thereof; and (e) the name of the winning bidder, the final total contract price, as well as the duration and summary scope of the contract.

**Contract Modifications**

6. With respect to contracts subject to the World Bank’s prior review, the Recipient shall obtain the World Bank’s no objection before agreeing to: (a) a material extension of the stipulated time for performance of a contract; (b) any substantial modification of the scope of services or other significant changes to the terms and conditions of the contract; (c) any variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increases the original contract amount by more than 15 percent; or (d) the proposed termination of the contract. A copy of all contract amendments shall be provided to the World Bank.
APPENDIX

Section I. Definitions

1. “DFA database” means the annual census database for all public primary schools in the territory of the Recipient.

2. “Escuela Nueva” means the renowned student-centered learning program initiated in 1976 in Colombia that has since been adapted in a number of other countries.

3. “Incremental Operating Costs” means the reasonable costs incurred by the Recipient based on annual budgets acceptable to the World Bank on account of Project implementation, monitoring and evaluation, which expenditures would not have been incurred absent the Project, including costs for office supplies, repairs of equipment and vehicles, staff travel, rental of office space, fuel costs, communication costs, costs of contractual staff, and information and communication campaigns, but excluding the salary and salary supplements of the Recipient’s civil servants (“công chức” and “viên chức”).

4. “Memorandum of Understanding” or “MoU” means the memorandum of understanding on the implementation of the Sub-grants, as referred to in paragraph 4 of Section IA of Schedule 2 to this Agreement, of which standard form is provided for in the School Grants Chapter of the PIM.

5. “Ministry of Education and Training” or “MOET” means the Recipient’s Ministry of Education and Training, or any successor thereto.

6. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 21, 2012 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

7. “Project Implementation Manual” or “PIM” means the document, to be adopted by MOET and referred to in paragraph 5 of Section IA of Schedule 2 to this Agreement, which sets forth guidelines, policies and procedures for the implementation of the Project, as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such manual.

8. “Project Management Unit” or “PMU” means the unit to be established by MOET in accordance with the provisions of paragraph 1 of Section IA of Schedule 2 to this Agreement, to manage the coordination, management, and implementation of Project activities at the central level, as such unit may be
reconstituted form time to time with the prior written agreement of the World Bank.

9. "Provincial Project Coordination Unit" or "PPCU" means the unit to be established by each targeted province for purposes of carrying out the implementation of the Project at the provincial level; and referred to in paragraph 3 of Section I.A of Schedule 2 to this Agreement.

10. "Provincial Project Steering Committee" or "PPSC" means the committee to be established by each targeted province for purposes of providing overall strategic guidance for the implementation of the relevant parts; and referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.

11. "School Grants Chapter" means the chapter of the PIM, referred to in paragraph 4 of Section I.A of Schedule 2 to this Agreement, setting forth guidelines and procedures for the implementation of the Sub-grants, including: (i) selection criteria for the schools receiving Sub-grants; (ii) standard Memorandum of Understanding to be entered into between the selected schools and the respective PPCU; and (iii) requirements on disclosure and transparency.

12. "School Campus Sub-grants" means the sub-grants referred to in Part C.1 of the Project, which provides financing for certain school campus expenditures including training and sharing of experiences with clusters of schools, teaching assistants to help teachers and students, teaching and learning materials, student desks and chairs, and activities to encourage learning about traditional local crafts and livelihood at schools.

13. "Satellite Support Sub-grants" means the sub-grants referred to in Part C.2 of the Project, which provides lunches to students at schools and engages teaching assistants at satellite campuses in the most disadvantaged areas.

14. "Sub-grants" means both School Campus Sub-grants and Satellite Support Sub-grants as the context requires, which shall be made in accordance with the relevant rules, guidelines, and procedures provided for in the School Grants Manual as part of the PIM.

15. "Training and Workshops" means the reasonable expenditures incurred by the Recipient for the carrying out of training and workshop activities as approved by the World Bank, including expenditures for facilities rental, materials printing and photocopying, supplies, course fees, study tours, trainers, and travel and subsistence of trainees; but excluding salary and salary supplements of the Recipient's civil servants ("công chức" and "viên chức").
Section II. Modifications to the Standard Conditions

The modification to the Standard Conditions is as follows, namely paragraph (a) of Section 3.06 is modified to read as follows:

“(a) the payment is for the reasonable cost of goods, works, services, Sub-grants, Incremental Operating Costs, or Training and Workshops, required for the Project, to be financed out of the proceeds of the Grant and procured, all in accordance with the provisions of the Grant Agreement;”