MULTI-DONOR TRUST FUND FOR HEALTH RESULTS INNOVATION

Grant Agreement

(Maternal and Child Nutrition and Health Results Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as administrator of the Multi-Donor Trust Fund for Health Results Innovation)

Dated April 9, 2014
MDTF-HRI GRANT NUMBER TF016640

MULTI-DONOR TRUST FUND FOR HEALTH RESULTS INNOVATION
GRANT AGREEMENT

AGREEMENT dated April 9, 2014, entered into between:

REPUBLIC OF THE GAMBIA ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as
administrator of the Multi-donor Trust Fund for Health Results Innovation.

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"), 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 National Nutrition Agency 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 five million United States Dollars ($5,000,000) ("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 Multi-donor Trust Fund for Health Results Innovation for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

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 condition specified below has been satisfied, namely that the Co-financing Agreement dated the same date as this Agreement, between the Recipient and the International Development Association, providing a grant in support of the Project ("Financing Agreement"), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

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. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (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. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for finance.

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

Ministry of Finance and Economic Affairs
The Quadrangle,
Banjul, The Gambia

Telephone: +220 4227221/ 4227529 Facsimile: +2204227954 Email: info@mof.gov.gm

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

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INDEVAS Telex: 248423 (MCI) or 1-202-477-6391
Telex: Washington, D.C. Facsimile: 64145 (MCI)
AGREED at Washington D.C., United States of America, as of the day and year first above written.

REPUBLIC OF THE GAMBIA

By

[Signature]

Authorized Representative

Name: Kebsa Touray

Title: Minister

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION (acting as administrator of the Multi-donor Trust Fund for Health Results Innovation)

By

[Signature]

Authorized Representative

Name: Vera Songwe

Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to increase the utilization of community nutrition and primary maternal and child health services in selected regions in the Recipient’s territory.

The Project consists of the following parts:

PART A: Community Mobilization for Social and Behavior Change

Promoting key family practices and health care seeking behaviors for improved maternal, reproductive, and child health and nutrition outcomes through:

1. Provision of Conditional Cash Transfers to communities and support groups (VDCs) to finance a program of activities aimed at increasing demand for, and utilization of, health and nutrition services.

2. Provision of Conditional Cash Transfers to individual women to increase demand for, and utilization of, timely antenatal care.

3. Accompanying measures aimed at promoting behavioral changes and improving household practices related to health and nutrition through the provision of technical advisory services and Training.

PART B: Delivery of Selected Primary Health Care Services


2. Carrying out a program of activities to build the capacity of health facilities for effective service delivery, including the implementation of effective health care waste management measures.

PART C: Capacity Building for Service Delivery and Results-Based Management

1. Strengthening the management capacity of key implementing entities including NaNa, MoFEA, MoHSW, MoHSW RBF Committee, health service providers, VDCs, VSGs, and RHTs for effective implementation of the RBF, including: (i) strengthening governance and strategic RBF management capacity; (ii) improving the Health Management Information System (HMIS); (iii) supporting community demand, organization and mobilization; (iv) social and behavior change communication strategy development; (v) institutionalization of RBF; (vi) Training for RHTs on the use of quality supervision tools and innovative ways to improve verification and supervision; and (vii) mentoring and
peer learning among RBF stakeholders, all through the provision of technical advisory services, Training, and the acquisition of goods.

2. Supporting monitoring and evaluation; verification of RBF activities including cost of the IVA and CBOs; and operational research, learning and knowledge management activities through the provision of technical advisory services and Training.

3. Supporting project implementation including project management and coordination, fiduciary management, oversight, and communications, through the provision of technical advisory services, Training and Operating Costs.

4. Ensuring effective management and implementation support of the RBF by the RHTs, NaNA, MoHSW RBF Committee and HMIS by means of performance agreements.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

The Recipient shall establish and maintain, at all times during the implementation of the Project, a steering committee comprising, among others, the MoFEA, MoHSW, and NaNA, with mandate, resources and functions satisfactory to the World Bank and elaborated in the Project Operations Manual, to be responsible for providing overall guidance and strategic support to the Project, including, inter alia, approving the proposed annual work plan and budget of the Project (the “Steering Committee”).

2. National Nutrition Agency

(a) The Recipient shall maintain, at all times during the implementation of the Project, the National Nutrition Agency (“NaNA”), with adequate staff, including a Project Coordinator, Project facilitator, financial management specialist, procurement specialist, and monitoring and evaluation specialist, and with resources and terms of reference acceptable to the World Bank for the purpose of ensuring prompt and efficient implementation of the Project.

(b) The NaNA shall, inter alia, be responsible for: (i) overall planning, implementation and coordination of Project activities including implementation activities by all implementing entities; (ii) monitoring, evaluation, reporting and communication; (iii) selection of the IVA and CBOs; (iv) fiduciary management of the Project, including managing the Project’s designated account; and (v) carrying out quality control of the technical and fiduciary aspects of the Project.

(c) Without limitation to the provisions of paragraph 2(b) immediately above, the Recipient shall establish within the NaNA, and maintain at all times during the implementation of the Project, a Project implementation committee (“PIC”), with composition, resources and terms of reference acceptable to the World Bank and as set forth in the Project Operations Manual. The PIC shall, inter alia, be responsible for: (i) preparing the annual work plan and budget; (ii) reviewing the progress of Project implementation; (iii) providing implementation support, including carrying out periodic monitoring and supervision of all Project activities;
(iv) selecting the external verification agent; and (v) such other functions as set forth or elaborated in the Project Operations Manual.

3. Ministry of Health and Social Welfare

(a) The Recipient shall, through the Ministry of Health and Social Welfare (MoHSW), ensure the proper and efficient implementation of Project activities and shall maintain, within MoHSW, the MoHSW RBF Committee with composition, resources and terms of reference acceptable to the World Bank.

(b) The MoHSW shall carry out all such functions as detailed in the Project Operations Manual, including: (i) ensuring compliance with all policies, standards, and procedures applicable to the Project; (ii) coordinating the implementation of the various maternal and child health activities to be carried out by the technical units; (iii) recruiting and overseeing the activities of PBF Beneficiaries and VDCs; (iv) carrying out, through the RHTs, quality verification of services provided by PBF Beneficiaries; and (v) such other functions as necessary to facilitate effective implementation of the Project.

4. Regional Health Teams

The Recipient shall establish and maintain, at all times during the implementation of the Project, Regional Health Teams, in adequate number and with qualifications, experience and terms of reference satisfactory to the World Bank, to provide implementation support to NaNA and MoHSW at the regional level and carry out such other functions as outlined in the Project Operations Manual.

B. Project Operations Manual

(a) The Recipient shall carry out the Project in accordance with the Project Operations Manual, containing detailed arrangements and procedures, including provisions for: (i) institutional coordination and day-to-day implementation of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, reporting and communications; and (v) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for purposes of implementation of the Project. The Project Operations Manual shall also include operational modules outlining implementation arrangements concerning: (A) the Conditional Cash Transfers to be provided under Parts A.1 and A.2 of the Project; and (B) the PBF Grants to be provided under Part B.1 of the Project.
(b) The Recipient shall not amend, abrogate, or waive or permit to be amended, abrogated or waived, the Project Operations Manual or any provision thereof without the prior written consent of the World Bank; provided, however, that in the event of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than November 30 of each year during the implementation of the Project, a proposed annual work plan and budget containing all activities proposed to be carried out under the Project in the following fiscal year.

2. The Recipient shall afford the World Bank a reasonable opportunity to review and exchange views with the Recipient on each such proposed annual work plan and budget, and thereafter, shall implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the World Bank and the Steering Committee (“Annual Work Plan and Budget”).

D. External Verification

1. Independent Verification Agent

(a) The Recipient shall, not later than six (6) months after the Effective Date, recruit an Independent Verification Agent (IVA) in accordance with the provisions of Section III of Schedule 2 to this Agreement, and with qualifications, experience and terms of reference acceptable to the World Bank.

(b) The IVA shall, inter alia, be responsible for: (i) carrying out the pertinent counter-verification of results under of Parts A.1, A.2 and B.1 of the Project; and (ii) carrying out financial and quality audit of implementing entities at all operational levels.

2. Community-Based Organizations

The Recipient shall recruit Community-Based Organizations (CBOs) in accordance with the provisions of Section III of Schedule 2 to this Agreement and the Project Operations Manual, in adequate number, and with qualifications, experience and terms of reference acceptable to the World Bank, for the purposes of carrying out qualitative and community verification of results under Parts A.1, A.2 and B.1 of the Project.
E. Conditional Cash Transfer

1. The Recipient shall ensure that no proposed CCT Beneficiary under Parts A.1 and A.2 shall be eligible to receive Conditional Cash Transfer unless the Recipient shall have determined, on the basis of eligibility criteria acceptable to the World Bank, that such proposed CCT Beneficiary has met the following requirements and such other requirements as set forth or elaborated in the Project Operations Manual:

(a) the CCT Beneficiary has been pre-selected on the basis of a targeting system consisting of geographic targeting and/or categorical targeting; and

(b) (i) with respect to a CCT Beneficiary under Part A.1 of the Project, such CCT Beneficiary is an entity duly registered under the laws of the Recipient; or (ii) with respect to a CCT Beneficiary under Part A.2 of the Project, such CCT Beneficiary is a pregnant woman who has utilized the antenatal care services referred to in Part A.2 of Schedule 1 to this Agreement.

2. For the purposes of Part A.2 of Schedule 2 to this Agreement, the Recipient shall, for any given region and prior to providing any CCT, select and retain from among eligible PBF Beneficiaries, and pursuant to such terms and conditions as shall be specified in the respective PBF Grant Agreement, one or more health centers as needed to facilitate payments to CCT Beneficiaries under said Part A.2 in accordance with the provisions of this Part E ("Payment Agents").

3. Internal Verification

Notwithstanding the provisions of paragraph (1) of this Section I.E, no Conditional Cash Transfers shall be made unless and until an internal verification has been carried out against the results or outcomes achieved. To this end, Conditional Cash Transfers shall be made pursuant to the following procedure, as set forth in more detail in the Project Operations Manual:

(a) With respect to payments under Part A.1 of the Project, NaNA shall verify the quantity of results and social behavior change targets achieved.

(b) With respect to payments under Part A.2 of the Project, NaNA shall carry out a quantitative data verification of services utilized vis-a-vis payment claims.

4. The Recipient shall oversee the CCTs in all selected regions as well as monitor and evaluate the activities of the participating health facilities to ensure that payments are made in accordance with the provisions of this Section I.E and the
terms, conditions and procedures contained in the Project Operations Manual, and in a manner consistent with the Project’s objective.

F. Performance-Based Financing

1. General

The Recipient shall administer PBF Grants against verified results under Part B.1 of the Project in accordance with procedures set forth in this Part F and referred to in more detail in the Project Operations Manual.

2. Eligibility Criteria for PBF Grants

No proposed PBF Beneficiary shall be eligible for financing under Part B.1 of the Project unless, on the basis of an appraisal conducted in accordance with guidelines acceptable to the World Bank, the Recipient shall have determined that the proposed PBF Beneficiary satisfies the eligibility criteria specified below and set forth in more detail in the Project Operations Manual:

(a) the proposed PBF Beneficiary is a public or private not-for-profit health facility with the organization, management and resources required to deliver the proposed MCHNS Package referred to in Part B.1 of Schedule 1 to this Agreement;

(b) the MCHNS Package delivered is consistent with the list of maternal and child health and nutrition services set forth in the Project Operations Manual; and

(c) the proposed PBF Beneficiary has put in place all required arrangements, including financial and human resources, for the delivery and management of the MCHNS Package and has the requisite skills and capacity to deliver the services in accordance with the guidelines and procedures set forth in the Project Operations Manual and the pertinent PBF Grant Agreement.

3. Terms and Conditions of PBF Grants

PBF Grants shall be made pursuant to a PBF Grant Agreement to be concluded between the Recipient, through an authorized representative of MoHSW and an eligible PBF Beneficiary under terms and conditions acceptable to the World Bank and detailed in the Project Operations Manual, which shall include the following provisions:

(a) the description of the MCHNS Package to be delivered, including the results and performance targets to be achieved and the arrangements for monitoring and evaluation, and reporting;
(b) the modalities for PBF payments including amount and periodic intervals of payments as well as verification procedures;

(c) payments shall be made on a non-reimbursable grant basis;

(d) provisions to the effect that:

(i) the PBF Beneficiary’s right to the proceeds of the PBF Grant may be suspended or terminated and/or the PBF Beneficiary may be required to refund all or any part of the amount already paid upon the PBF Beneficiary’s failure to perform any of its obligations under the pertinent PBF Grant Agreement;

(ii) each PBF Beneficiary shall:

(A) deliver the MCHNS Package with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines and the Health Care Waste Management Plan;

(B) procure the goods, works and services to be financed out of the proceeds of the PBF Grant in accordance with the provisions of this Agreement;

(C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the PBF and the achievement of its objectives;

(D) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the PBF Grant; and (2) at the World Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to Recipient and the World Bank;
(E) enable the Recipient and the World Bank to inspect the implementation of the PBF Grant, its operation and any relevant records and documents; and

(F) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

4. The Recipient shall, through the MoHSW, exercise its rights and carry out its obligations under the pertinent PBF Grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Project, and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any PBF Grant Agreement, or any provision thereof.

5. Internal Verification

No payments shall be made under Part B.1 of the Project unless and until NaNa has carried out an internal verification of the quantity of MCHNS Package(s) delivered and/or results achieved under said Part B.1 of Schedule 1 to the Project.

G. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

H. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Health Care Waste Management Plan (HCWMP), and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the HCWMP, or any provision thereof.

2. The Recipient shall take all measures on its part to regularly collect, compile, and submit to the World Bank, as part of the Project Report, information on the status of compliance with the HCWMP, giving details of: (i) measures taken in furtherance of said plan; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said plan; and (iii) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part H, and thereafter, shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the World Bank so as to ensure the proper implementation of the Project in accordance with the provisions of said HCWMP.
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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

2. **Mid-Term Review**

   (a) The Recipient shall, not later than thirty (30) months after the Effective Date, conduct a mid-term review of the Project, and prepare and furnish to the World Bank, in form and substance satisfactory to the World Bank, a report integrating the results of the mid-term review and monitoring and evaluation activities, setting out the measures recommended to ensure the efficient carrying out of the Project and achievement of the Project’s objective during the period following such date.

   (b) The Recipient and the World Bank shall review the report referred to in the paragraph 2 (a) immediately above and the Recipient shall thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the Project’s objective.

**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 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, not later than six (6) months after the Effective Date (and thereafter with such frequency as shall be outlined in the Project Operations
Manual), cause the IVA to carry out a financial and quality audit of Project activities at all Project levels, including the activities of NaNA, MoHSW, MoHSW RBF Committees, RHTs, and VDCs, and thereafter, prepare and furnish to the Recipient and the World Bank, in form and substance satisfactory to the World Bank, in form and substance satisfactory to the World Bank, a report which shall include an assessment of the effectiveness of RBF activities and recommendations for improvement the performance of the RBF scheme.

5. The Recipient shall, not later than fifteen (15) months after the Effective Date, adopt, and thereafter use at all times during the implementation of the Project, the Gambian Integrated Financial Management Information System (GIFMIS) as the Project's financial information system.

6. External Auditor

The Recipient shall recruit, not later than six (6) months after the Effective Date, the external auditor referred to in Section 4.09 (b) of the General Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the World Bank, to carry out such functions as set forth in the Project Operations Manual.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works and 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 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 methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Shopping; (b) Direct Contracting; (c) Procurement from UNICEF; and (d) National Competitive Bidding, subject to the following additional provisions:

   (a) prospective bidders shall be provided four weeks, from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids;

   (b) bidding documents acceptable to the World Bank shall be used, and shall be prepared so as to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines;

   (c) invitation for bids shall be advertised in national newspapers with wide circulation, or in the official gazette provided that it is of wide circulation, or on widely used website or electronic portal with free national and international access;

   (d) bids shall be submitted in a single envelope;

   (e) bid evaluation criteria, bidder qualifications criteria, and the contract award criteria shall be clearly specified in the bidding documents;

   (f) no margin of preference shall be granted to domestic bidders;

   (g) eligible bidders, including foreign firms, shall not be excluded from the bidding;
(h) the procedures shall include the publication of the results of evaluation and of the contract award;

(i) the bidding document and contract as deemed acceptable by the World Bank shall include provisions stating the World Bank's policy to sanction firms and individuals found to have engaged in fraud and corruption as defined in the Procurement Guidelines; and

(j) in accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, services providers, or suppliers, shall permit the World Bank to inspect all accounts, records and other documents relating to the submission of bids and contracts performance, and to have them audited by auditors appointed by the World Bank. Acts intended to materially impede the exercise of the World Bank's inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

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 methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

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.
Section IV. **Withdrawal of Grant Proceeds**

A. **Generals**

1. 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>(1) Conditional Cash Transfers under Parts A.1 and A.2 of the Project</td>
<td>980,000</td>
<td>58% of amounts disbursed, payable under the respective CCTs</td>
</tr>
<tr>
<td>(2) PBF Grants under Part B.1 of the Project</td>
<td>1,110,000</td>
<td>58% of amounts disbursed, payable under the respective PBF Grant Agreements</td>
</tr>
<tr>
<td>(3) Goods, works non-consulting services, consultants’ services, Training, and Operating Costs under Parts A.3, B.2 and C of the Project</td>
<td>2,910,000</td>
<td>58%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>5,000,000</strong></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.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is July 31, 2019.
APPENDIX

Section I. Definitions


2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

3. “CBO” means a community based organization registered under the laws of the Recipient; and “CBOs” means more than one CBO.

4. “CCT Beneficiary” means a VDC or a woman each of which has met the eligibility criteria set forth in Section I.E of Schedule 2 to this Agreement, pursuant to which the Recipient has extended a Conditional Cash Transfer under Part A.1 or A.2 of the Project; and “CCT Beneficiaries” means more than one CCT Beneficiary.


6. “Co-financing” means an amount of $3,700,000, to be provided by the Co-financier to assist in financing the Project.

7. “Co-financing Agreement” means the agreement entered into or to be entered into between the Recipient and the Co-financier providing for the Co-financing.

8. “Conditional Cash Transfer” and “CCT” each means the conditional cash payment to be made to a Beneficiary under Part A.1 or A.2 of Schedule 1 to this Agreement, as elaborated in the Project Operations Manual; and “Conditional Cash Transfers” and “CCTs” each means two or more such conditional cash payments.

9. “Health Care Waste Management Plan” and “HCWMP” each means the Recipient’s health care waste management plan for the Project disclosed in the Recipient’s territory on January 30, 2014, and at the World Bank’s Infoshop on January 22, 2014, setting out the measures to be taken for the development and implementation of medical waste management and safe handling of said waste, and any subsequent plans to be adopted succeeding such plan during the implementation of the Project.

11. "IVA" means the independent verification agent to be recruited in accordance with the provisions of Section III of Schedule 2 to this Agreement and referred to in Section I.D.1 of Schedule 2 to this Agreement.


14. "MoHSW RBF Committee" means the committee established within the MoHSW to assist in implementing the RBF, and referred to in Section I.3 (a) of Schedule 2 to this Agreement.

15. "NaNA" means the Recipient’s National Nutrition Agency established pursuant to the Food Act No. 9 of 2005, laws of the Recipient, and referred to in Section I.A.2 of Schedule 2 to this Agreement.

16. "Operating Costs" means the reasonable incremental operating costs under the Project, based on the Annual Work Plans and Budgets approved by the World Bank, and incurred by the Recipient, on account of utilities and supplies, bank charges, communication costs and shipment costs (whenever these costs are not included in the cost of goods), vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision and per diem, and salaries of contractual and temporary staff, but excluding salaries of members of the Recipient's civil service.

17. "Package of Maternal and Child Health and Nutrition Services" and "MCHNS Package" each means a package of maternal and child health and nutrition services comprising preventive and curative services, including, inter alia, maternal, neonatal and child health care, preventive services for pregnant women, delivery care, care for children under the age of five, and family planning services, referred to under Part B.1 of Schedule 1 to this Agreement, as further elaborated in the Project Operations Manual.

18. "Payment Agent" means a health facility that has entered into a PBF Grant Agreement with the Recipient pursuant to the provisions of Section I.E.2 of Schedule 2 to this Agreement.


20. "PBF Beneficiary" means a public or private not-for-profit- health facility that has entered into a PBF Grant Agreement with the Recipient for the purposes of
delivering the MCHNS Package under Part B.1 of Schedule 1 to this Agreement; and “PBF Beneficiaries” means more than one PBF Beneficiary.

21. “PBF Grant” means a grant made or proposed to be made out of the proceeds of the Financing to finance goods and services required to carry out results-based activities under Part B.1 of Schedule 1 to this Agreement; and “PBF Grants” means more than one PBF Grant.

22. “PBF Grant Agreement” means an agreement between the Recipient, through an authorized representative of the MoHSW and a PBF Beneficiary, setting forth the terms and conditions governing the PBF Grant, as referred to under Section I.F.2 of Schedule 2 to this Agreement; and “PBF Grant Agreements” means more than one PBF Grant Agreement.

23. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 30, 2014, 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.

24. “Project Operations Manual” means the manual for the Project prepared and adopted by the Recipient, in form and substance acceptable to the World Bank, and referred to in Section I.B.1 of Schedule 2 to this Agreement.

25. “Results-Based Financing” and “RBF” each means a development financing under which the Conditional Cash Transfers and PBF Grants will be administered.

26. “RHT” means Regional Health Team; and “RHTs” means more than one RHT.

27. “Steering Committee” means the committee to be established pursuant to Section I.A.1 of Schedule 2 to this Agreement, with composition, functions and responsibilities acceptable to the World Bank, as set forth in the Project Operations Manual.

28. “Training” means the costs of training under the Project, based on the Annual Work Plans and Budgets approved by the World Bank, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.

29. “VDC” means Village Development Committee; and “VDCs” means more than one VDC.

30. “VSG” means Village Support Group; and “VSGs” means more than one VSG.