

OFFICIAL *Ca. 5810-VN* DOCUMENTS

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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Cable Address: INTBAFRAD
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July 4, 2016

H. E. Lê Minh Hung
State Bank of Vietnam
49 Ly Thai To
Hanoi, Vietnam

Re: IDA Financing 5810-VN
(Results-Based Operation for Local Bridge Construction and Road Asset Management)
Additional Instructions: Disbursement

I refer to the Financing Agreement between the Socialist Republic of Vietnam (the "Recipient") and the International Development Association (the "Association") providing the above-referenced Operation, dated July 4, 2016. The Financing Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of IDA Financing 5810-VN for both the Program Financing and Project Financing of the Operation. This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The capitalized terms used in this Disbursement Letter have the meanings ascribed to them in this Disbursement Letter or in the Financing Agreement (as the case may be).

I. Withdrawal of Program Financing and Project Financing Proceeds

(i) Authorized Signatures. An authorized signatory letter in the Form attached (Attachment 1) should be furnished to the Association at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank
8th Floor
63 Lý Thái Tổ Street
Hà Nội, Vietnam

Attention: Country Director

(ii) Applications. Please provide completed and signed (a) applications for withdrawal, together with supporting documents, and (b) applications for special commitments, together with a copy of the commercial bank letter of credit, to the address indicated below:

The World Bank
26th Floor, One Global Place
5th Avenue Corner 25th Street
Bonifacio Global City
Taguig City, Philippines 1634

Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4). The Association may permit the Recipient to electronically deliver to the Association Applications (with supporting documents) through the Association's Client Connection, web-based portal. The option to deliver Applications to the Association by electronic means may be effected if: (a) the Recipient has designated in writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to sign and deliver Applications and to receive secure identification credentials ("SIDC") from the Association for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Recipient have registered as users of Client Connection. If the Association agrees, the Association will provide the Recipient with SIDC for the designated officials. Following which, the designated officials may deliver Applications electronically by completing Form 2380, which is accessible through Client Connection (<https://clientconnection.worldbank.org>). The Recipient may continue to exercise the option of preparing and delivering Applications in paper form. The Association reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Recipient.

(iv) Terms and Conditions of Use of SIDC to Process Applications. By designating officials to use SIDC and by choosing to deliver the Applications electronically, the Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of Secure Identification Credentials") provided in Attachment 2; and (b) to cause such officials to abide by those terms and conditions.

(v) Withdrawal Conditions. Please refer to the Withdrawal Condition(s) in the Financing Agreement as follows: (a) For the Program Financing, refer to the Financing Agreement, Schedule 2, Section IV.B; and (b) for the Project Financing, refer to the Financing Agreement, Schedule 3, Section IV.B.

II. Disbursement Arrangements for Program Financing

(i) Applications for Withdrawal. Applications for withdrawal from the Program Financing, of amounts of the Program Financing allocated to individual Disbursement Linked Results ("DLR"), may, pursuant to the provisions of Section IV of Schedule 2 to the Financing Agreement, be sent to the Association at any time after the Association has notified the Recipient in writing that it has accepted evidence of achievement of the specific DLR.

(ii) Withdrawal Amount. The Withdrawal Application may be for an amount not to exceed the amount of the Program Financing confirmed by the Association for the specific DLR in respect of which the withdrawal is requested, as specified in the Association's notice to the Recipient.

(iii) Advances and Recovery of Advances. The Recipient may from time to time, in accordance with provisions set forth in Section IV.B.2 of Schedule 2 to the Financing Agreement, request advances of amounts of the Program Financing up to the equivalent of SDR68.88 million, in the form attached (Attachment 4).

(iv) Disbursement Deadline Date. The period of disbursement of the Program Financing ends six (6) months after the Closing Date specified in Section IV.B.4 of Schedule 2 to the Financing Agreement ("Disbursement Deadline Date"). This is the final date established by the Association for receipt by the Association of Withdrawal Applications. Normally, to support orderly closure of the Program (and Project) Financing Account, the Association does not accept Application for Withdrawal received after the Disbursement Deadline Date. The Recipient should promptly inform the Association of any expected implementation delays or exceptional administrative issues before these dates. The Association will notify the Recipient of any exception that the Association may make to the Disbursement Deadline Date.

(vi) Deposits of Credit Amounts. All withdrawals from the Program Financing shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.

III. Disbursement Arrangements for Project Financing

(i) Disbursement Guidelines (section 2). The attached World Bank Disbursement Guidelines for Projects, dated May 1, 2006, (“Disbursement Guidelines”) (Attachment 3), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Project Financing is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

(ii) Disbursement Methods (section 2). The following Disbursement Methods may be used under the Project Financing:

- Advance
- Reimbursement
- Direct Payment
- Special Commitment

(iii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date specified in Section IV.B.2 of Schedule 3 to the Financing Agreement. Any changes to this date will be notified by the Association.

(iv) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for Reimbursement, Direct Payment, and Special Commitment is USD100,000.

(v) Advances (sections 5 and 6).

- **Type of Designated Account (subsection 5.3):** Segregated. One segregated designated account will be established for the Project and managed by the Ministry of Transportation through Project Management Unit 6.
 - **Currency of Designated Account (subsection 5.4):** US\$
 - **Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):** A commercial bank/financial institution acceptable to the Association.
 - **Ceiling (subsection 6.1):** Variable, based on forecast of two (2) quarters.
- (vi) Supporting Documentation (section 4).** Supporting documentation should be provided with each application for withdrawal as set out below:
- **For request for reimbursement:**
 - List of payments against contracts in the form attached (Attachment 5), together with records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for all contracts subject to the Association’s prior review as indicated in the Financing Agreement; and

- Statement of Expenditure in the form attached (Attachment 6) for all expenditures/contracts not subject to the Association prior review.
- ***For reporting eligible expenditures paid from the Designated Accounts:***
 - List of payments against contracts in the form attached (Attachment 5), together with records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for all contracts subject to the Association's prior review as indicated in the Financing Agreement; and
 - Statement of Expenditure in the form attached (Attachment 6) for all expenditures/contracts not subject to the Association prior review;
 - Forecast Statement in the form attached (Attachment 7); and
 - DA Reconciliation Statement (Attachment 8) and bank statement.
- ***For requests for Direct Payment:*** Records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices.

(vii) Frequency of Reporting Eligible Expenditures Paid from the Designated Accounts (subsection 6.3): Quarterly.

IV. Other Important Information

For additional information on disbursement arrangements and electronic delivery of Withdrawal Applications, please visit our secure website "Client Connection" at <https://clientconnection.worldbank.org>.

If you have not already done so, the Association recommends that you register as a user of the Client Connection website (<https://clientconnection.worldbank.org>). From this website you will be able to prepare and deliver Withdrawal Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and other information. All Recipient officials authorized to sign and deliver Withdrawal Applications by electronic means are required to register with Client Connection before electronic delivery can be effected. For more information about the website and registration arrangements, please contact the Association by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact us at WFALN MANILA@worldbank.org using the above Operation name and number as a reference.

Yours sincerely,



Authorized Representative
International Development Association

Attachments

1. Form for Authorized Signatures
2. *Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation*, dated March 1, 2013
3. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
4. Form of Advance
5. Form of Payments Against Contracts Subject to the Association's Prior Review
6. Form of Statement of Expenditures
7. Forecast Statement
8. DA Reconciliation Statement

Cc: Mr. Nguyễn Văn Huyện, Director General
Directorate for Roads of Vietnam
Lot D20, Tôn Thất Thuyết street, Cầu Giấy district
Hà Nội
Socialist Republic of Vietnam
Email: huyennv@mt.gov.vn

Mr. Phạm Tuấn Anh, Director
Project Management Unit 6
9F., Lot D20, Tôn Thất Thuyết street, Cầu Giấy district
Hà Nội
Socialist Republic of Vietnam
Email: pmu6dhda1@gmail.com

Form of Authorized Signatory Letter

[Letterhead]
Ministry of Finance
[Street address]

[DATE]
The World Bank
8th Floor
63 Ly Thai To Street
Ha Noi, Vietnam

Attention: Ms. Victoria Kwakwa, Country Director, Vietnam

**Re: IDA Financing 5810-VN
(Results-Based Operation for Local Bridge Construction and Road Asset Management)**

I refer to the Financing Agreement between the Socialist Republic of Vietnam (the “Recipient”) and the International Development Association (the “Association”), dated _____, providing both Program Financing and Project Financing of the Operation. For the purposes of Section 2.02 of the General Conditions for the Program and of Section 2.03 of the General Conditions for the Project as defined in the Agreement, any ¹[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal and application for a special commitment as applicable, under the Program Financing and Project Financing.

For the purpose of delivering Applications to the Association, ²[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting ³[individually] ⁴[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

⁵[This confirms that the Recipient is authorizing such persons to accept Tokens and to deliver the Applications and supporting documents to the Association by electronic means. In full

¹ Instruction to the Borrower: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. *Please delete this footnote in final letter that is sent to the Association.*

² Instruction to the Borrower: Stipulate if more than one person needs to *jointly* sign Applications, if so, please indicate the actual number. *Please delete this footnote in final letter that is sent to the Association.*

³ Instruction to the Borrower: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Association.*

⁴ Instruction to the Borrower: Use this bracket only if several individuals must jointly sign each Application; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Association.*

⁵ Instruction to the Borrower: Add this paragraph if the Borrower wishes to authorize the listed persons to accept Tokens and to deliver Applications by electronic means; if this is not applicable, please delete the paragraph. *Please delete this footnote in final letter that is sent to the Association.*

·recognition that the Association shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the *Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation* ("Terms and Conditions of Use of Tokens"), the Recipient represents and warrants to the Association that it will deliver to each such person a copy of the Terms and Conditions of Use of Tokens and will cause such persons to abide by those terms and conditions.]

This Authorization replaces and supersedes any Authorization currently in the Association records with respect to this Agreement.

[Name], [position] Specimen Signature: _____

[Name], [position] Specimen Signature: _____

[Name], [position] Specimen Signature: _____

Yours truly,

/ signed /

[Position]

**Terms and Conditions of Use of Secure Identification Credentials
in connection with Use of Electronic Means
to Process Applications
and Supporting Documentation**

March 1, 2013

The World Bank (Bank)⁶ will provide secure identification credentials (SIDC) to permit the Borrower⁷ to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

SIDC can be either: (a) hardware-based (Physical Token), or (b) software-based (Soft Token). The Bank reserves the right to determine which type of SIDC is most appropriate.

A. Identification of Users.

1. The Borrower will be required to identify in a completed Authorized Signatory Letter (ASL) duly delivered to and received by the Bank each person who will be authorized to deliver Applications. The Bank will provide SIDC to each person identified in the ASL (Signatory), as provided below. The Borrower shall also immediately notify the Bank if a Signatory is no longer authorized by the Borrower to act as a Signatory.
2. Each Signatory must register as a user on the Bank's Client Connection (CC) website (<https://clientconnection.worldbank.org>) prior to receipt of his/her SIDC. Registration on CC will require that the Signatory establish a CC password (CC Password). The Signatory shall not reveal his/her CC Password to anyone or store or record the CC Password in written or other form. Upon registration as a CC user, the Signatory will be assigned a unique identifying account name.

B. Initialization of SIDC.

1. Prior to initialization of SIDC by a Signatory, the Signatory will acknowledge having read, understood and agreed to be bound by these Terms and Conditions of Use.
2. Where a Physical Token is to be used, promptly upon receipt of the Physical Token, the Signatory will access CC using his/her account name and CC Password and register his/her Physical Token and set a personal identification number (PIN) to be used in connection with the use of his/her Physical Token, after which the Physical Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Where a Soft Token is to be used, the Signatory will access CC using his/her account name and CC Password and set a personal identification number (PIN) to be used in connection with the use of his/her Soft Token, after which the Soft Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the SIDC, the Signatory will be a "SIDC User". The Bank will maintain in its database a user account (Account) for each SIDC User for purposes of managing the

⁶ "Bank" includes IBRD and IDA.

⁷ "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

SIDC of the SIDC User. Neither the Borrower nor the SIDC User will have any access to the Account.

3. Prior to first use of the SIDC by the SIDC User, the Borrower shall ensure that the SIDC User has received training materials provided by the Bank in use of the SIDC.

C. Use of SIDC.

1. Use of the SIDC is strictly limited to use in the delivery of Applications by the SIDC User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the SIDC is prohibited.
2. The Bank assumes no responsibility or liability whatsoever for any misuse of the SIDC by the SIDC User, other representatives of the Borrower, or third parties.
3. The Borrower undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in granting SIDC) that each SIDC User understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

4. *Security*

- 4.1. The SIDC User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.
- 4.2. The SIDC User shall not allow anyone else to utilize his/her SIDC to deliver an Application to the Bank.
- 4.3. The SIDC User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.
- 4.4. If the SIDC User believes a third party has learned his/her PIN or has lost his/her Physical Token he/she shall immediately notify clientconnection@worldbank.org.
- 4.5. The Borrower shall immediately notify the Bank at clientconnection@worldbank.org of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.

5. *Reservation of Right to Disable SIDC*

- 5.1. The Borrower shall reserve the right to revoke the authorization of a SIDC User to use a SIDC for any reason.
- 5.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a SIDC, de-activate a SIDC User's Account or both.

6. *Care of Physical Tokens*

- 6.1. Physical Tokens will remain the property of the Bank.
- 6.2. The Bank will physically deliver a Physical Token to each Signatory designated to receive one in a manner to be determined by and satisfactory to the Bank.

6.3. Physical Tokens contain delicate and sophisticated instrumentation and therefore should be handled with due care, and should not be immersed in liquids, exposed to extreme temperatures, crushed or bent. Also, Physical Tokens should be kept more than five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Physical Tokens should be carried and stored separate from any EMR device. At close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of electronic equipment, including the Physical Token.

6.4. Without derogating from these Terms and Conditions of Use, other technical instructions on the proper use and care of Physical Tokens are available at <http://www.rsa.com>.

7. Replacement

7.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Physical Tokens will be replaced at the expense of the Borrower.

7.2. The Bank reserves the right, in its sole discretion, not to replace any Physical Token in the case of misuse, or not to reactivate a SIDC User's Account.



THE WORLD BANK
DISBURSEMENT
GUIDELINES
FOR PROJECTS

MAY 2006

WORLD BANK
DISBURSEMENT GUIDELINES
FOR PROJECTS



LOAN DEPARTMENT
May 1, 2006

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THE WORLD BANK
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World Bank Disbursement Guidelines for Projects

May 1, 2006

1. Purpose

- 1.1** The purpose of these Guidelines is to set out the Bank's procedures for disbursement of loan proceeds for projects.¹ Specifically, the Guidelines explain (a) the different methods used by the Bank to disburse loan proceeds, (b) the requirements for withdrawal from the Loan Account, (c) the types of supporting documentation that the borrower may be required to provide to demonstrate the use of loan proceeds for eligible expenditures, (d) the criteria for establishing designated accounts, (e) the terms and conditions applicable to advances, (f) the types of actions that the Bank may take if it determines that loan proceeds are not needed or have been used for ineligible purposes, and (g) the consequence of refunds.

¹ "Bank" includes IBRD and IDA; "loan" includes credit and grant; "borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant; and "Loan Agreement" includes the agreement with the Bank providing for a credit, grant, or advance. These Disbursement Guidelines apply to all loans, credits, advances under the Project Preparation Facility, and grants financed under the Institutional Development Fund and Global Environment Facility unless otherwise provided in Operational Policy 10.20, *Global Environment Facility Operations* (forthcoming). These Guidelines also apply to other recipient-executed grants financed from trust funds unless, exceptionally, the terms of the agreement with the donor make provision for different requirements. They do not apply to Development Policy loans.



2. Disbursement Methods

- 2.1** The Bank establishes disbursement arrangements for an operation in consultation with the borrower and taking into consideration, *inter alia*, an assessment of the borrower's financial management and procurement arrangements, the procurement plan and cash flow needs of the operation, and its disbursement experience with the borrower.
- 2.2** The Bank disburses proceeds from the Loan Account established for each loan, to or on the order of the borrower, using one or more of the disbursement methods set forth below, as determined by the Bank.
- (a) **Reimbursement:** The Bank may reimburse the borrower for expenditures eligible for financing pursuant to the Loan Agreement ("eligible expenditures") that the borrower has prefinanced from its own resources.
 - (b) **Advance:** The Bank may advance loan proceeds into a designated account of the borrower to finance eligible expenditures as they are incurred and for which supporting documents will be provided at a later date (see section 5, "Designated Accounts").
 - (c) **Direct Payment:** The Bank may make payments, at the borrower's request, directly to a third party (e.g., supplier, contractor, consultant) for eligible expenditures.
 - (d) **Special Commitment:** The Bank may pay amounts to a third party for eligible expenditures under special commitments entered into, in writing, at the borrower's request and on terms and conditions agreed between the Bank and the borrower.

3. Withdrawal of Loan Proceeds

- 3.1 Authorized Signatures.** Before loan proceeds may be withdrawn or committed from the Loan Account, the au-

thorized representative of the borrower (as designated in the Loan Agreement) must furnish to the Bank (a) the name(s) of the official(s) authorized to sign applications for withdrawal and applications for a special commitment (collectively, "Applications"), and (b) the authenticated specimen signature(s) of the official(s). The borrower must indicate clearly if more than one signature is required on Applications and must notify the Bank promptly of any changes in signature authority.

3.2 Applications. Applications must be provided to the Bank in such form and include such information as the Bank may reasonably request. Application forms are available online from the Client Connection Web site at <http://clientconnection.worldbank.org> or from the Bank upon request.

3.3 For withdrawal from the Loan Account for advances, the borrower should provide an original signed application for withdrawal. For withdrawal from the Loan Account for reimbursements and direct payments and for reporting on the use of advances, the borrower should provide an original signed application for withdrawal together with one copy of supporting documents (see section 4, "Supporting Documentation Requirements"). For a special commitment from the Loan Account, the borrower should provide an original signed application for a special commitment together with one copy of the letter of credit. The Bank reserves the right not to accept or review duplicate copies of Applications and supporting documents and may at its discretion return or destroy the duplicates.

3.4 Electronic Delivery. The Bank may authorize the borrower to use electronic means, in a manner and on terms and conditions specified by the Bank, to deliver Applications and supporting documentation to the Bank. Applications and supporting documentation delivered in accordance with this subsection will be deemed to have been provided to the Bank for the purposes of satisfying the requirements of subsections 3.2 and 3.3 of these Guidelines.

3.5 *Minimum Value of Applications.* The Bank establishes a minimum value for Applications for reimbursement, direct payment, and special commitment. The Bank reserves the right not to accept Applications that are below such minimum value.

3.6 *Loan Disbursing Period.* The Bank processes Applications only after the Loan Agreement has been declared effective in accordance with the terms of the Loan Agreement. The expenditures for which the Applications are made must be:

- (a) ***paid*** for (i) on or after the date of the Loan Agreement, or (ii) in the case of operations that permit retroactive financing, on or after the earlier date specified in the Loan Agreement for that purpose; and
- (b) ***incurred*** on or before the closing date specified or referred to in the Loan Agreement ("Closing Date"), except as otherwise specifically agreed with the Bank.

3.7 The loan disbursing period ends on the final date established by the Bank for receipt by the Bank of applications for withdrawal and supporting documentation (the "Disbursement Deadline Date"). The Disbursement Deadline Date may be the same as the Closing Date, or up to four months after the Closing Date. Normally, to support orderly project completion and closure of the Loan Account, the Bank does not accept applications for withdrawal or supporting documentation received after the Disbursement Deadline Date. The borrower should promptly inform the Bank of any expected implementation delays or exceptional administrative issues before these dates. The Bank notifies the borrower of any exception that the Bank may make to the Disbursement Deadline Date.

3.8 *Disbursement Conditions.* If the Loan Agreement contains a disbursement condition for a specific expenditure category, the Bank will disburse loan proceeds for that category only after the disbursement condition has been fulfilled and the Bank has notified the borrower to this effect.

4. Supporting Documentation Requirements

- 4.1 The borrower provides supporting documentation to the Bank to show that loan proceeds have been or are being used to finance eligible expenditures.
- 4.2 For special commitments, the commercial bank provides its confirmation directly to the Bank that conditions for release of payments committed for withdrawal have been met.
- 4.3 ***Types of Supporting Documentation.*** The Bank requires either copies of the original documents evidencing eligible expenditures (“Records”) or summary reports of expenditure (“Summary Reports”) in such form and substance as the Bank may specify. Records include such documents as invoices and receipts. A Summary Report may be either (a) the interim un-audited financial report required under the Loan Agreement (“Interim Financial Report”) or (b) a statement of expenditure summarizing eligible expenditures paid during a stated period (“Statement of Expenditure”). In all cases, the borrower is responsible for retaining the original documents evidencing eligible expenditures and making them available for audit or inspection.
- 4.4 The Bank determines the types of supporting documentation that the borrower should provide, taking into consideration the disbursement method used. The supporting documentation may be the following:
- (a) ***For applications for reimbursement:*** (i) Interim Financial Reports, (ii) Statements of Expenditure, (iii) Records, or (iv) Records required by the Bank for specific expenditures and Statements of Expenditure for all other expenditures;
 - (b) ***For reporting on the use of advances:*** (i) Interim Financial Reports, (ii) Statements of Expenditure, (iii) Records, or (iv) Records required by the Bank for specific expenditures and Statements of Expenditure for all other expenditures;



- (c) ***For applications for direct payments:*** Records; and
- (d) Any other supporting documentation that the Bank may request by notice to the borrower.

4.5 *Failure to Provide Audited Financial Statements.* If the borrower fails to provide any of the audited Financial Statements required in accordance with, and within the period of time specified in, the Loan Agreement, the Bank may at its discretion decide not to accept applications for withdrawal supported by Summary Reports, even if such reports are accompanied by Records.

5. Designated Accounts

- 5.1** The borrower may open one or more designated accounts into which the Bank may, at the borrower's request, deposit amounts withdrawn from the Loan Account for the purpose of paying for eligible expenditures as they are incurred ("Designated Account"). Before the Bank authorizes establishment of a Designated Account, the borrower must have adequate administrative capability, internal controls, and accounting and auditing procedures to ensure effective use of the Designated Account.
- 5.2** The Bank may decide not to permit the use of Designated Accounts in new projects if the borrower has failed to refund undocumented advances in the Designated Account of any other loan to, or guaranteed by, the borrower within two months after the Disbursement Deadline Date for such loan.
- 5.3 *Type of Designated Account.*** A Designated Account may be established in one of the two ways set out below, as appropriate for the operation concerned, as determined and notified by the Bank.

- (a) **Segregated Account:** this is an account of the borrower into which only proceeds of the loan may be deposited; or
- (b) **Pooled Account:** this is an account of the borrower into which the loan proceeds and proceeds of other financing for the operation (e.g., borrower resources and/or financing by other development partners) may be deposited.

5.4 Currency of the Designated Account. Designated Accounts must be in a currency acceptable to the Bank. In countries that have a freely convertible currency, Designated Accounts may be held in the currency of the borrower or any freely convertible currency. The Bank may also agree to local currency Designated Accounts when, *inter alia*, the country's currency (even if not freely convertible) is stable and the expenditures to be financed are primarily in local currency. The borrower bears all risks associated with foreign exchange fluctuations between (a) the currency of denomination of the loan and that of the borrower's Designated Account, and (b) the currency of denomination of the borrower's Designated Account and the currency or currencies of project expenditures.

5.5 Financial Institution. Designated Accounts must be opened and maintained in a financial institution acceptable to the Bank on terms and conditions acceptable to the Bank. To be acceptable to the Bank, the financial institution proposed by the borrower should generally meet all the following requirements:

- (a) be financially sound;
- (b) be authorized to maintain the Designated Account in the currency agreed between the Bank and the borrower;
- (c) be audited regularly, and receive satisfactory audit reports;



- (d) be able to execute a large number of transactions promptly;
- (e) be able to perform a wide range of banking services satisfactorily;
- (f) be able to provide a detailed statement of the Designated Account;
- (g) be part of a satisfactory correspondent banking network; and
- (h) charge reasonable fees for its services.

5.6 The Bank reserves the right not to accept a financial institution for the opening and/or maintenance of a Designated Account if such institution has asserted or asserts a claim to set off, seize, or attach the proceeds of any Bank loan on deposit in a Designated Account maintained by it.

6. Terms and Conditions Applicable to Advances

6.1 *Ceiling.* The Bank notifies the borrower of the maximum amount of loan proceeds that may be on deposit in a Designated Account (the “Ceiling”). The Bank, at its discretion, may establish the Ceiling as either (a) a fixed amount, or (b) an amount that is adjusted from time to time during project implementation based on periodic forecasts of project cash flow needs.

6.2 *Applications for Advances.* The borrower may apply for an advance in an amount up to the Ceiling less the aggregate amount of those advances previously received by the borrower for which the borrower has not yet provided supporting documentation. Normally, to support orderly closure of the Loan Account, the Bank does not advance loan proceeds into the Designated Account after the Closing Date.

6.3 *Frequency of Reporting Eligible Expenditures Paid from the Designated Account.* The borrower reports on the use of loan proceeds advanced to the Designated Account

at intervals specified by the Bank by notice to the borrower ("Reporting Period"). The borrower should ensure that all amounts deposited in the Designated Account are accounted for and their use reported prior to the Disbursement Deadline Date. After this date, the borrower must refund to the Bank any advances still unaccounted for or remaining in the Designated Account.

6.4 Withholding Advances. The Bank is not required to make any deposit into the Designated Account if:

- (a) The Bank determines that payment of the deposit would result in exceeding the Ceiling (see subsection 6.2, "Applications for Advances");
- (b) The Bank is not satisfied that the borrower's planned project expenditures justify the deposit. The Bank may, by notice to the borrower, adjust the amount it deposits or withhold further deposits into the Designated Account until it is satisfied that the financial needs of the project warrant further deposits;
- (c) The borrower fails to take the action required pursuant to the determinations made by the Bank under subsections 7.1 and 7.2 of these Guidelines;
- (d) The borrower fails to provide any of the audited Financial Statements required in accordance with, and within the period of time specified in, the Loan Agreement;
- (e) The Bank determines that all further withdrawals of loan proceeds should be made by the borrower directly from the Loan Account; or
- (f) The Bank has notified the borrower of its intention to suspend in whole or in part the borrower's right to make withdrawals from the Loan Account.

6.5 Excess Advances. If at any time the Bank determines that any amount deposited in the Designated Account will not be required to cover further payments for eligible expenditures ("Excess Amount"), it may, at its discretion, require the borrower to take one of the two actions listed below. Upon



notification by the Bank, the borrower must promptly take the action requested:

- (a) Provide evidence satisfactory to the Bank within a period specified by the Bank that the Excess Amount will be used to pay for eligible expenditures. If the evidence is not furnished within the time period specified, the borrower must promptly refund the Excess Amount to the Bank; or
- (b) Refund the Excess Amount promptly.

7. Ineligible Expenditures

7.1 *Ineligible Expenditures Generally.* If the Bank determines that any amount of the loan was used to pay for an expenditure that is not eligible pursuant to the Loan Agreement ("ineligible expenditure"), the Bank may, at its discretion, require the borrower to take one of the two actions listed below. Upon notification by the Bank, the borrower must promptly take the action requested:

- (a) Refund an equivalent amount to the Bank; or
- (b) Exceptionally, provide substitute documentation evidencing other eligible expenditures.

7.2 *Ineligible Expenditures Paid from the Designated Account.* If the Bank determines that any payment out of the Designated Account was not justified by the evidence furnished to the Bank or was made for an ineligible expenditure, the Bank may, at its discretion, require the borrower to take one of the actions listed below. Upon notification by the Bank, the borrower must promptly take the action requested:

- (a) Provide the additional evidence requested by the Bank;
- (b) Deposit an equivalent amount into the Designated Account;

- (c) Refund an equivalent amount to the Bank; or
- (d) Exceptionally, provide substitute documentation evidencing other eligible expenditures.

8. Refunds

8.1 *Borrower Decision to Refund.* The borrower may, upon notice to the Bank, refund all or any amount of the loan on deposit in the Designated Account to the Bank for credit to the Loan Account.

8.2 *Consequence of Refunds.* The Bank shall determine whether refunds made to the Bank in accordance with sections 6 and 7 and subsection 8.1 of these Disbursement Guidelines will be credited to the Loan Account for subsequent withdrawal or for cancellation. Borrowers should be aware that refunds of loan proceeds may result in swap termination fees and/or unwinding costs for amounts for which the interest rate basis or currency has been converted or hedged.

8.3 *Other Obligations Unaffected by Refunds.* Refunds of amounts of the loan do not affect any remedies of the Bank under the Loan Agreement.



THE WORLD BANK

The Loan Department
World Bank
1818 H Street, NW
Washington, DC 20433
Email: wbdisbursement@worldbank.org

Sample Form for Advances

[Letterhead]
Ministry of Finance
[Street address]

[DATE]
The World Bank
8th Floor
63 Ly Thai To Street
Ha Noi, Vietnam

Attention: Ms. Victoria Kwakwa, Country Director, Vietnam

**Re: IDA Financing ____ - ____
(Results-Based Operation for Local Bridge Construction and Road Asset Management)**

Dear Sir/Madam,

We refer to the Financing Agreement between the Socialist Republic of Vietnam (the “Recipient”) and the International Development Association (the “Association”) dated _____, providing for the above Financing.

In accordance with the provisions of the Disbursement Letter and Schedule 2, Section IV,B.2 of the Financing Agreement, to support the implementation of the above Program and to facilitate the achievement of the planned results, we request an Advance in the amount of *[insert amount]*¹.

[We request that the Advance be disbursed in *[currency requested for disbursement]* equivalent to the Total Advance Requested above.]² We acknowledge that the amount disbursed will be charged to the Financing Account in the currency of the Financing at the rate of exchange in effect at the time of disbursement.

Sincerely,

[Name, Position]³

¹ The Proposed Advance should be in the currency of the DLI/DLR as set out in the disbursement table in the legal agreement, and in accordance with provisions in the Disbursement Letter. Normally, this is the currency of commitment of the Financing.

² Use this text to designate the currency of the Advance if it should be different from the currency set out in the disbursement table in the legal agreement.

³ To be signed by a representative of the implementing/coordinating agency of the recipient, OR by the person(s) authorized on behalf of the recipient to sign applications for withdrawal under the financing as set out in the applicable Authorized Signatory Letter.

**Payments Made during Reporting Period
Against Contracts Subject to the Association's Prior Review**

Contract Number	Supplier	Contract Date	Contract Amount	Date of Association's Non Objection to Contract	Amount Paid to Supplier during Period	Association's Share of Amt Paid to Supplier during Period

Statement of Expenditures (SOE)

Payments made during the period from _____ to _____

Date: _____

Application No.: _____

For expenditures against the contracts not subject to the Association's
Prior Review

IDA Credit

No.: _____

SOE No.: _____

1	2	3	4	5	6	7	8	9
Item No.	Category No. (**)	Currency and Total Amount of Contract	Currency and Total Amount of Invoice Covered by Application (Net of Retention)	Eligible % from Schedule 2 of Financing Agreement	Amount Eligible for financing (4 x 5)	Currency and Amount Paid from Designated Account (if Applicable)	Exchange Rate (Col. 7 divided by Col. 6)	Remarks
TOTALS								

Supporting documents for this SOE retained at _____
(inset location)

(*) A separate SOE form should be used for retroactive expenditures (if any)

(**) Items should be grouped by category; or alternatively, a separate SOE form may be used for each category

For period from
to
Original forecast:
Y/N

**DISBURSEMENT FORECAST FOR PAYMENT TO BE PAID FROM
DESIGNATED ACCOUNT**

Attachment 7
Project name:
Loan/Credit
number:

Item No	Supplier/ Contractor name	WB control No (Y/N)	Contract No and date	Package	Date of Association's No objection	Contract amount			Forecast amount (est. in USD equiv.)	Remarks
						USD	VND	Others		
1	ABC	123456				xxx			xxx	
2							xxx		xxx	
3							xxx		xxx	
4							xxx		xxx	
5						xxx			xxx	
6	Total forecast amount to be paid by the World Bank								xxx	
7	Less: Closing balance of previous quarter which should not be greater than USD 3 Millions								xxx	*
8	Less: Amount paid but not yet documented at the time of report								xxx	
9	Amount to be advanced during the next 3 months (9=6-7-8)								xxx	
10	Amount requested in this application								xxx	
11	Amount available to advance under this forecast (11=9-10)								xxx	**

Notes: (*) Bank Statement must be submitted as supporting document

(**) This forecast can be used for the next advance but within the same forecast period

During forecast period, Project can change the forecast amount if the cash requirement is greater than the initial needs. The same forecast number and period is used.

PIU director signature

STATEMENT OF DESIGNATED ACCOUNT RECONCILIATION
Used for transaction based disbursement with variable DA ceiling
Loan/TF/ Credit number

Forecast number: _____ **period from** _____ **to** _____

Account number:

Bank name:

1. Cumulative advances to end of current reporting period _____
2. Less: Cumulative documented to end of last reporting _____
3. Equals: Present outstanding amount advanced to designated account _____
4. Balance of Special Account per attached Bank statement as of _____ _____
5. + Total amount claimed in this application (Application no _____) _____
6. + Amounts not yet credited to account at date of bank statement
from past applications (*Enter application numbers below*) _____ _____
7. - Interest earned _____
8. + Total amount withdrawn and not yet claimed
(*Enter explanations below*) _____
9. Total Advance accounted for (#s 4 through 8) _____
10. Difference to be explained _____
11. Explanation of any difference between the totals appearing on lines 3 and 9

Example
First advance for period from _____ to _____ forecast number : _____ _____

Total Advanced Accounted For _____
12. Unclaimed amount without explanation _____

13. _____
Project Supervisor's signature and date