Multi-Donor Trust Fund for the Global Financing Facility (GFF) in Support of Every Woman Every Child

Grant Agreement

(Uganda Reproductive, Maternal and Child Health Services Improvement Project)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as Administrator of the Multi-Donor Trust Fund for the Global Financing Facility (GFF) in Support of Every Woman Every Child)

Dated January 19, 2017
MULTI-DONOR TRUST FUND FOR THE GLOBAL FINANCING FACILITY (GFF) IN SUPPORT OF EVERY WOMAN EVERY CHILD

GRANT AGREEMENT

AGREEMENT dated January 19, 2017, entered into between REPUBLIC OF UGANDA ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of grant funds provided by various donors ("Donors") under the Multi-Donor Trust Fund for the Global Financing Facility (GFF) in support of Every Woman Every Child.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


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 the Financing Agreement 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 Parts 1, 2 and 4 of the Project through the Ministry of Health and cause Part 3 of the Project to be carried out by the National Identification and Registration Authority ("NIRA") 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.

[Signatures]
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 not to exceed thirty million United States Dollars ($30,000,000) ("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 abovementioned trust fund 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
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The NIRA has failed to perform any obligation under the Subsidiary Agreement.

(b) The World Bank has declared the NIRA ineligible to receive proceeds of any financing made by the World Bank, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the World Bank (including as administrator of funds provided by another financier), as a result of: (i) a determination by the World Bank that the NIRA has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the World Bank; and/or (ii) a declaration by another financier that the NIRA is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the NIRA has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

(c) NIRA’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of NIRA to perform any of its obligations under the Subsidiary Agreement.
Article V
Effectiveness; Termination

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

(a) The execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action.

(b) If the World Bank so requests, the condition of the NIRA, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.

(c) the Financing Agreement dated the same date as this Agreement, between the Recipient and the World Bank, providing a credit 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.

5.02. 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 5.01 ("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.

5.03. 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 one hundred and twenty (120) 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.

CMC
Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

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

Ministry of Finance, Planning and Economic Development
P.O. Box 8147
Kampala,
Republic of Uganda

Telephone
256-414-707000

Facsimile
256-414-230163

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

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

Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391

CMC
AGREED at Kampala, Uganda, as of the day and year first above written.

REPUBLIC OF UGANDA

By: 

Authorized Representative

Name: MATIA KASULA

Title: Minister

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION (acting as administrator of the Multi-Donor Trust Fund for the Global Financing Facility (GFF) in support of Every Woman Every Child)

By

Authorized Representative

Name: CHRISTINA MALNEF G CALUO

Title: COUNTRY MANAGER
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) improve utilization of essential health services with a focus on reproductive, maternal, newborn, child and adolescent health services in target Districts; and (b) scale-up birth and death registration services.

The Project consists of the following parts:

**Part 1. Results-Based Financing for Primary Health Care Services**

(a) Provision of RBF Grants to: (i) Participating Health Facilities ("PHFs") for the delivery of RMNCAH Services; and (ii) District Health Teams for the verification of outputs/results under Part 1(a)(i) immediately above.

(b) Supporting: (i) implementation, supervision, reporting, and external verification of outputs/results as well as monitoring and evaluation of activities under Part 1(a) immediately above; and (ii) selection of PHFs and provision of training to said PHFs.

**Part 2. Strengthen Health Systems to Deliver RMNCAH Services**

Carrying out of a program of actions designed to strengthen the capacities of health systems for delivery of RMNCAH Services, namely:

(a) Improving availability of essential drugs and supplies through, *inter alia*: (i) procurement and distribution of essential RMNCAH commodities such as integrated community childhood management supplies, mama kits, manual vacuum aspiration kits, and contraceptives; (ii) improving quantification of drug needs and reporting on drug availability on a quarterly basis at the District levels; (iii) upgrading the warehousing system in national medical stores, including, integration of financial and logistics management systems; (iv) assignment of medicines management supervisors to District Health Teams; and (v) rolling out of electronic logistics management systems in priority Districts.

(b) Improving availability and management of the health force through, *inter alia*: (i) supporting the recruitment process of staff for health service providers (within the wage bill allocations) in understaffed Districts; (ii) provision of training to RMNCAH cadres in short supply such as midwives, anesthetists and laboratory technicians; and (iii) supporting in-service training and mentorship programs focusing on RMNCAH Services.

(c) Improving availability and functionality of medical equipment in health facilities, through: (i) procurement and distribution of critical RMNCAH equipment to selected health facilities; (ii) preparation of guidelines for and redistribution of
basic medical equipment from Districts or health facilities in appropriate
circumstances; and (iii) strengthening the inventory management system for
equipment.

(d) Strengthening infrastructure in primary health facilities, through: construction of
maternity units in select health center III facilities; development of guidelines for
simple renovation of Participating Health Facilities, including, simplified
procurement procedures as well as simplified environmental and social
management procedures; and renovation and upgrading of health facilities.

(e) Improving quality of care and supervision through, inter alia: (i) effective
supervision of District Health Teams on a quarterly basis; (ii) rolling out of the
Health Facility Quality of Care Assessment Program in health facilities;
(iii) issuance of service standards/protocols on maternal and perinatal death audits,
health care waste management, client charters among others; (iv) development of
guidelines for procurement and management of ambulance and referral services on
a fee-for-service basis at the District level; (v) strengthening the capacities of
village health teams for implementation of community health outreach programs;
and (vi) strengthening information, education and communication mechanisms as
well as citizen engagement through health unit management committees,
constituency task forces and client charters.

Part 3. Strengthen Capacity to Scale-Up Delivery of Births and Deaths Registration
Services

(a) Carrying out a program of actions designed to strengthen the NIRA’s and other
institutional capacities for coordination, implementation and oversight of births
and deaths registration (BDR) services at the national, District and sub-county
levels, namely:

(i) Development and dissemination of a national civil registration and vital
statistics (CRVS) policy as well as an appropriate communication and
advocacy strategy;

(ii) Development of appropriate BDR protocols and manuals including: a
community cause-of-death reporting tool; standard pre-service and in-
service training curricula on certification of cause of death and ICD
coding; norms and standards for cause-of-death reporting and ICD coding;
establishment of a sustainable supply and management of BDR tools; and
provision of appropriate training to essential staff;

(iii) Establishment and operationalization of an efficient and effective CRVS
monitoring and evaluation system and enhancing the use of CRVS data
for policy formulation, planning and accountability purposes; and
(iv) Provision of technical advisory services, training, operating costs and acquisition of goods for the purpose.

(b) Carrying out of a program of actions designed to scale up provision of BDR services in health facilities and in communities, namely: (i) establishing BDR outreach services in priority Districts with electronic vital records systems capabilities; (ii) scaling up electronic vital records systems in new Districts; (iii) scaling up birth registration in lower levels of care health facilities and private hospitals in all Districts; (iv) extension of outreach birth registration services to remote and underserved communities; (v) provision of training to health care facilities' and community-based BDR personnel; (vi) incorporating a death registration module within the existing electronic vital records system and provision of training to users; (vii) provision of training to clinical staff as well as maternal and perinatal death audit committees on cause of death reporting; (viii) development of a customized health management information system for reporting cause-of-death and ICD coding; (ix) and provision of goods and training for the purpose.

Part 4. Enhance Institutional Capacity to Manage Project Supported Activities

(a) Strengthening the capacities of the Ministry of Health and NIRA for day to day implementation, coordination and management of Project activities, including, financial management, audits, procurement as well as monitoring and evaluation, all through the provision of technical advisory services, non-consulting services, works, training, operating costs, and acquisition of goods for the purpose.

(b) Strengthening the capacity of the RBF Unit for day to day implementation, coordination and management of activities under Part 1(a)(i) of the Project, all through the provision of technical advisory services, non-consulting services, works, training, operating costs, and provision of goods for the purpose.

(c) Supporting implementation, management, monitoring and reporting of environmental and social safeguards activities.

(d) Supporting monitoring and evaluation of Project activities and results.
SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. The provisions of Section I of Schedule 2 to the Financing Agreement (and related definitions) are hereby incorporated by reference in this Section and shall apply to this Agreement, mutatis mutandis, and the Recipient undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement, subject, however, to the following qualifications:

1. references to “Association” shall be construed as references to the World Bank, acting as administrator of the Multi-donor Trust Fund for the Global Financing Facility (GFF) in support of Every Woman Every Child; and

2. references to “Credit” and “Financing” shall be construed as references to the Grant provided for under this Agreement.

B. Anti-Corruption

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

C. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Recipient’s territory for purposes related to the Project.

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

C. 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, upon the World Bank’s request, 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 months after the end of such period.

4. **Internal Audits.** Without limitation upon the provisions of paragraph 3 of this Section II.B, the Recipient shall carry out semi-annual internal audits under terms and conditions satisfactory to the World Bank, and furnish the related internal audit reports to the World Bank not later than thirty (30) days after the end of each audited period.

D. Value for Money Audit

Without limitation upon the provisions of Part B of this Section III, the Recipient through OAG, shall carry out under terms of reference satisfactory to the World Bank, at least two value for money audits of Project activities during the Project period, and furnish each said audit to the World Bank not later than six months after the end of the period to which the audit relates. To this end, the Recipient shall take all actions including the provision of funding, personnel and other resources to enable the OAG to carry out said value for money audits.

E. Other Financial Management Covenants

1. The Recipient shall, not later than three (3) months after the Effective Date, provide financial management training for MoH and NIRA staff involved in financial management under the Project, under terms of reference acceptable to the World Bank.
2. To facilitate the carrying out of internal audits under Part C.4 of this Section II, the Recipient shall, not later than six (6) months after the Effective Date, appoint an internal auditor, in accordance with the provisions of Section III of this Schedule 2.

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 Procurement Guidelines in the case of goods, works and non-consulting services, and Sections I and IV of the 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 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) Limited International Bidding;

   (b) National Competitive Bidding, subject to the additional provisions in paragraph 3 below;
(c) Shopping, subject to the additional provision in paragraph 4 below;

(d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank, subject to the additional provision in paragraph 5 below;

(e) Direct Contracting;

(f) Force Account;

(g) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank;

(h) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank; and

(i) Community Participation procedures which have been found acceptable to the World Bank.

3. National Competitive Bidding ("NCB") shall be subject to the following:

(a) Domestic preferences shall not apply under NCB;

(b) The charging of fees for dealing with bidder complaints at procuring entity level shall not be permitted;

(c) Firms or individuals debarred or suspended by the World Bank shall not be eligible (in addition to firms or individuals suspended by PPDA);

(d) Paragraph 6(1)(c) of the fourth schedule of the PPDA Act set out in Annex 1 to this Agreement (restriction on contract amendments to an aggregate amount of twenty-five percent (25%) of the original contract amount) shall not apply;

(e) Regulation 48(a) of the PPDA (Rules and Methods for Procurement of Supplies, Works and Non-Consultancy Services) Regulations set out in Annex 1 to this Agreement (on rejection of a bid submitted by a bidder who did not obtain the bidding document directly from the procuring and disposing entity) shall not apply;

(f) Regulation 53(9) of the PPDA (Rules and Methods for Procurement of Supplies, Works and Non-Consultancy Services) Regulations set out in Annex 1 to this Agreement (restriction on the use of bid securing declarations to restricted domestic bidding and quotations procurement) shall not apply; and
(g) Procurement under Part 1(a) of the Project shall be conducted by PHF procurement committee(s), in accordance with the provisions of the Operational Manual.

4. Shopping shall follow the request for quotations procedures (as defined in the PPDA Act and attendant regulations) subject to the provisions in sub-paragraphs (a) to (f) immediately above.

5. Framework Agreements ("FAs") shall be subject to the following, namely, that FA procedures (as defined in the PPDA Act) shall be subject to competitive bidding under NCB procedures (subject to the exceptions under paragraph 3 above)

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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank;
   (g) Selection of consultants under Indefinite Delivery Contract or Price Agreement;
   (h) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and
   (i) 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. General

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) RBF Grants under Part 1(a) of the Project</td>
<td>25,000,000</td>
<td>42%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants' services,</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>Training and Operating Costs for Parts 1(b), 2 and 4 of the Project</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(3) Goods, works, non-consulting services, consultants’ services, Training and Operating Costs for Part 3 of the Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5,000,000</td>
<td>50%</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT**

<table>
<thead>
<tr>
<th>TOTAL AMOUNT</th>
<th>30,000,000</th>
</tr>
</thead>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) under Category 1, unless and until the Recipient, through MoH, has appointed an IVA in accordance with the provisions of Section I.F.2 of Schedule 2 to this Agreement; or

   (c) under Category 3, unless and until the Recipient, through NIRA, has appointed an account assistant and a Project officer, in accordance with the provisions of Section III of this Schedule 2.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2021.
APPENDIX


2. "BDR" means birth and death registration.

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


5. "CRVS" means civil registration and vital statistics.

6. "District" means a district local government established and operating pursuant to the Local Governments Act Chapter 243, of the laws of the Recipient, and “Districts” means, collectively, two or more such districts local governments.

7. "District Health Team" or “DHT” means the Recipient’s health team at the District level, and “District Health Teams” or “DHTs” means, collectively, two or more such district health teams.

8. "Financing" means the amount of Special Drawing Rights seventy-eight million five hundred thousand (SDR 78,500,000) provided to the Recipient under the Financing Agreement.

9. "Financing Agreement" means the agreement of the same date as this Agreement, between the Recipient and the International Development Association, providing Financing for the Project (Credit Number 5897-UG).

10. "Fiscal Year" or "FY" means the Recipient’s twelve month period starting July 1 and ending June 30 of the following year.


12. "ICD" means international classification of diseases.

13. "Ministry of Finance, Planning and Economic Development" or "MoFPED" means the Recipient’s ministry responsible for finance, and any successor thereto.
14. “Ministry of Health” or “MoH” means the Recipient’s ministry responsible for health, and any successor thereto.

15. “National Identification and Registration Authority” or “NIRA” means the Recipient’s authority established and operating pursuant to the Registration of Persons Act Number 4 of 2015, of the laws of the Recipient, and any successor thereto.


17. “OAG” means the Office of the Auditor General, established and operating pursuant to Article 163 of the Constitution of the Recipient, 1995, as amended, and any successor thereto.

18. “Operating Costs” means the incremental expenses incurred on account of Project implementation based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff, but excluding the salaries of the Recipient’s civil service, meeting allowances, other sitting allowances, salary top ups and all honoraria.

19. “Participating Health Facility” or “PHF” means an entity to which or for whose benefit an RBF Grant is made or proposed to be made for the delivery of RMNCAH Services and which is a party to an RBF Grant Agreement; and “Participating Health Facilities” or “PHFs” means, collectively, two or more such entities.

20. “PPDA” means the Recipient’s Public Procurement and Disposal of Public Assets Authority established and operating pursuant to the PPDA Act, and any successor thereto.

21. “PPDA Act” means the Recipient’s Public Procurement and Disposal of Public Assets Act Number 1 of 2003, as amended to date.

22. “PPDA Regulations” means, for the purposes of this Agreement, the provisions from the Recipient’s Public Procurement and Disposal of Public Assets (Rules and Methods for Procurement of Supplies, Works and Non-Consultancy Services) Regulations, 2014 (under section 96 of the PPDA Act), Number 8 of 2014, set out in Annex 1 to this Agreement.

24. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 17, 2016 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.

25. “RBF” means results based financing.

26. “RBF Grant” means a grant made or proposed to be made out of the proceeds of the Financing to a PHF to finance RMNCAH Services; and “RBF Grants” means, collectively, two or more such grants.

27. “RBF Unit” means the unit established and operating within the MoH all in accordance with the provisions of the MoH Operational Manual.


29. “RMNCAH Services” means a specific package of reproductive, maternal, newborn, child and adolescent health services elaborated in the MoH Operational Manual, to be delivered by a Participating Health Facility under Part 1(a)(i) of the Project, all in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.

30. “Training” means the costs associated with training provided under the Project based on the Annual Work Plan and Budget, and consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (a) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
ANNEX 1

Exceptions to the PPDA Regulations

"48. Bidding documents not obtained directly from a procuring and disposing entity.

A bid shall be rejected during the preliminary examination of bids, if the bid is received from a bidder who—

(a) is not listed on Form 8 as having bought or obtained the bidding document directly from the procuring and disposing entity.

...

53. Bid security and bid securing declaration.

(9) A procuring and disposing entity shall require a bid securing declaration where the restricted domestic bidding and quotations procurement methods are used.”

Exception in Fourth Schedule to the PPDA Act

“Section 79 (1).

Fourth Schedule
Conditions for Use of Procurement Methods

6. Direct procurement.

(1) Direct procurement may be used—

(a) where—

(i) there is insufficient time for any other procedure such as in an emergency situation; or

(ii) the works, services or supplies are available from only one provider; or

(iii) an existing contract could be extended for additional works, services or supplies of a similar nature and no advantage could be obtained by further competition, if the prices on the extended contract are reasonable; or
(iv) additional works, services or supplies are required to be compatible with existing supplies, works or services and it is advantageous or necessary to purchase the additional works, services or supplies from the original supplier, provided the prices on the additional contract are reasonable; or

(v) it is essential or preferable to purchase additional works, services or supplies from the original supplier to ensure continuity for downstream work, including continuity in technical approach, use of experience acquired or continued professional liability, if the prices on the additional contract are reasonable;

(b) in the circumstances specified in subparagraph (1)(a)(iii), (iv) and (v), where the value of the new works, services or supplies does not exceed fifteen percent of the value of the original or existing contract and the original or existing contract is awarded through a competitive process; and

(c) where direct procurement is used more than once in the circumstances specified in sub paragraph (1)(b), the cumulative value of all new works, services or supplies shall not exceed twenty-five percent of the value of the original or existing contract.”