Central African Forest Initiative Trust Fund

Grant Agreement
(Additional Financing for Agriculture Rehabilitation and Recovery Support Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Central African Forest Initiative Trust Fund)

Dated April 19, 2017
AGREEMENT dated **April 19** 2017, entered into between the DEMOCRATIC REPUBLIC OF CONGO ("Recipient"); and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Central African Forest Initiative Trust Fund.

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 this Agreement.

**Article II**

**The Project**

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the Ministry of Agriculture ("MOA") 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 not to exceed three million six hundred forty thousand United States Dollars ($3,640,000) ("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
Effectiveness; Termination

4.01. The Additional Condition of Effectiveness consist of the following:

the financing agreement dated the same date as this Agreement, between the Recipient and IDA, 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.

4.02. As part of the evidence to be furnished pursuant to Section 4.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:

on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

4.03. 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.

4.04. 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.

**Article V**

**Recipient’s Representative; Addresses**

5.01. The Recipient’s Representative is its minister responsible for finance.

5.02. The Recipient’s Address is:

   Ministry of Finance  
   *Boulevard du 30 juin*  
   BP 12997  
   Kinshasa I - Gombe  
   Democratic Republic of Congo  

   Facsimile:

   243-880-23-81

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

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

   Telex: Facsimile:

   248423 (MCI) or 1-202-477-6391  
   64145 (MCI)
AGREED at District of Columbia, United States of America, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By:

Authorized Representative
Name: Henri Yav Mulanga
Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Central African Forest Initiative Trust Fund)

By:

Authorized Representative
Name: Ahmadou Moustapha Ndione
Title: Country Director
SCHEDULE 1

Project Description

The objectives of the Project are to increase agricultural productivity and improve marketing of crops and animal products in targeted areas of the Recipient’s territory.

The Project consists of the Original Project modified as follows:

Part 1: Improve agricultural and animal production

1.1. Improve agricultural production in targeted areas in the Recipient’s provinces of Sud Ubangi, Nord Ubangi and Mongala through:

The provision of support to: (a) the establishment of sustainable agriculture extension and agriculture advisory services, including dissemination of best practices for climate agriculture; (b) the introduction of perennial cash crops, such as cacao and coffee; (c) the scaling up and consolidation of the seed value chain system, including the refurbishment of the facilities of INERA, Agricultural Inspectorates, and SENASEM and the provision of support to ensure their operational functioning for the purpose of the implementation of the Project; and (d) Sub-projects on a cost-sharing basis.

1.2. Improve animal production in targeted areas in the Recipient’s provinces of Sud Ubangi, Nord Ubangi and Mongala through:

The provision of support to improve: (a) access to veterinary drugs; (b) access to veterinary services, including through the establishment and operationalization of a network of animal health community advisors at the local level, the rehabilitation and provision of equipment for a small veterinary laboratory to improve the capacity of the Veterinary Services to carry out basic animal health diagnostics and the provision of training and equipment for the decentralized veterinary services of the MOA; (c) access to breeds of animal livestock (small ruminants) and distribution of offspring on a rotational basis among selected farmer groups; and (d) Sub-projects on a cost-sharing basis.

1.3. Support to Linkana Valley

The provision of support to rehabilitate an irrigation system to improve horticulture, vegetable and rice production in the Recipient’s Linkana Valley (Pool Malebo).

Part 2: Improve market related infrastructure

2.1. Rehabilitate and provide maintenance for selected feeder roads in the Recipient’s provinces of Sud Ubangi, Nord Ubangi and Mongala.
2.2. Rehabilitate, construct and provide maintenance for the facilities of local agricultural markets in the Recipient’s provinces of Sud Ubangi, Nord Ubangi and Mongala, including through supporting youth and woman entrepreneurship to provide marketing and logistical services.

Part 3: Strengthening of Capacity building and Project Management

3.1. Strengthen capacity building of the MOA and the MRD at the central and local level, through provision of support to: (i) re-engineer of the national and agriculture extension and technology transfer system, including an accreditation system; (ii) strengthen the planning, coordination, monitoring and evaluation capacity; (iii) strengthen agricultural research and development; and (iv) introduce landscape management planning at local and provincial levels.

3.2. Provide support to carry out Project management activities, including coordination, communication and monitoring and evaluation of the Project.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain, throughout the implementation of the Project, a Project Steering Committee (PSC), including high-level representatives of the MOA and MRD, with terms of reference, composition and resources satisfactory to the World Bank, which shall be responsible for providing overall strategic guidance for the Project and validation of the annual work programs and budgets of the Project at the national level.

2. The Recipient shall maintain throughout the implementation of the Project, a Provincial Coordination and Monitoring Committee (PCMC), with terms of reference, composition and resources satisfactory to the World Bank, which shall be responsible for providing overall monitoring and coordination activities for the Project at the provincial level.

3. The MOA shall be responsible for the: (a) overall coordination and facilitation of the implementation of the Project; (b) review of the draft annual work plans and budgets of the Project; (c) examination of the progress reports for the Project submitted by the NPCU and each PPIU; (d) resolution of any conflicts that may arise between the different structures involved in the implementation of the Project; (e) submission to the Recipient of consolidated Project implementation progress reports; and (f) follow-up on the orientations and recommendations of the Project Steering Committee.

4. The Recipient shall maintain the NPCU throughout the implementation of the Project, with terms of reference, composition and resources satisfactory to the World Bank, which shall be responsible for the: (a) day-to-day financial management of the overall Project, including audits and management of the Designated Accounts; (b) oversight of all technical, social, and environmental matters related to Project implementation at the centralized level; (c) monitoring and evaluation of Project activities at the centralized level; (d) implementation, on behalf of the Recipient, of the Delegated Management Contract; (e) carrying out of the procurement of goods, works and services of the Project at the centralized level; (f) managing any Training activity carried out at the centralized level; and (g) providing technical assistance to the PPIU for Project-related procurement, financial management and disbursements activities.

5. The Recipient shall maintain each of the three PPIUs throughout implementation of the Project, with terms of reference, composition and resources satisfactory to
the World Bank, each of which shall be responsible in its geographic area of responsibility for the: (a) day-to-day financial management of the Project at the local level; (b) oversight of all technical, social, and environmental matters relating to Project implementation; (c) monitoring and evaluation of Project activities; (d) carrying out of the procurement of goods, works and services of the Project; and (e) managing of any training activity carried out at the local level.

B. Delegated Management Contract

1. To facilitate the carrying out of Part 2 of the Project, the Recipient shall engage the services of a Delegated Management Contractor in accordance with the provisions of Section III of this Schedule under a delegated management contract pursuant to which the Recipient shall delegate to the Delegated Management Contractor certain Project implementation responsibilities, including procurement on behalf of the Recipient of the goods, works and services required for Part 2 of the Project and financial management of Part 2 of the Project, in accordance with this Annex ("Delegated Management Contract").

2. The Recipient shall exercise its rights and carry out its obligations under the Delegated Management Contract in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Project. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Delegated Management Contract or any of its provisions.

C. Project Annual Work Plans

1. The Recipient shall prepare, under terms of reference acceptable to the World Bank, and furnish to the World Bank not later than October 31 each year throughout the implementation of the Project, a plan of activities proposed for inclusion in the Project for the following calendar year, together with a budget for such activities and a timetable for their implementation ("Annual Work Plan").
2. The Recipient shall exchange views with the World Bank on such proposed plan not later than December 15 each year throughout the implementation of the Project, and shall thereafter adopt, and carry out such plan for such following calendar year as shall have been approved by the World Bank and except as the World Bank shall otherwise agree, the Recipient shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written agreement of the World Bank.

3. Only each such Annual Work Plan of activities as shall have been approved by the World Bank shall be eligible for inclusion in the Project and financing out of the proceeds of the Grant.

D. Anti-Corruption

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

E. Manuals

1. Except as the World Bank shall otherwise agree, the Recipient shall carry out the Project in accordance with the Project Implementation Manual ("PIM"), including the Project Financial Audit and Management Manual ("PFAMM"), and except as the World Bank shall otherwise agree, not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision of either one thereof, without the prior written agreement of the World Bank.

2. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

F. Implementing Partner Approval Procedures and Eligibility Criteria

1. For the purposes of the implementation of Parts 1.1.(d) and 1.2.(d) of the Project, the NPCU shall select candidate Implementing Partners in accordance with the eligibility criteria set forth in the PIM, including that the candidate Implementing Partner has: (a) the legal capacity to contract under the laws of the Recipient; (b) proven experience in comparable activities in the territory of the Recipient; and (c) a plan for the distribution of the seeds and livestock breeders.
2. Once selected by the NPCU, each selected Implementing Partner shall submit work plans to the NPCU for appraisal and approval, according to the procedures and criteria laid out in the PIM (the IP Work Plans) including, inter alia: (a) that the activities proposed under the IP Work Plan are eligible for financing, and (b) that the IP Work Plan implementation period must not exceed the implementation period of the Project.

3. (a) Following receipt of an approved IP Work Plan, and prior to any financing of activities under said plan (always on a non-reimbursable grant basis), the NPCU shall enter into a Performance-based Partnership Contract (the PPC) with the selected Implementing Partner under terms and conditions satisfactory to the World Bank and defined in the PIM; which shall include, inter alia, the following:

   (i) (A) a description of the functions to be undertaken by such Implementing Partner; and (B) dated objectives to be attained and performance indicators;

   (ii) the obligation of the Implementing Partner to: (A) carry out the activities in accordance with the PIM, Environmental and Social Management Framework (ESMF), Pesticides Management Plan (PMP), Resettlement Policy Framework (RPF), Indigenous People Plan Framework (IPPF) and the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient, with due diligence and efficiency and in accordance with sound technical, financial, accounting, administrative, environmental, social, public health and managerial standards, under the supervision of qualified and experienced staff in adequate numbers; and (B) maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures in respect of the IP Work Plan;

   (iii) the right of the Recipient to inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods, works, sites or plants included in the IP Work Plan, the operations thereof and any relevant records and documents;

   (iv) the right of the Recipient to obtain all information as the World Bank shall reasonably request regarding the administration, operation, financial management and accounting of the activities under the IP Work Plan;
(v) the obligation of the Implementing Partners to promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the IP Work Plan;

(vi) the right to receive from the Implementing Partner quarterly (or any other period agreed upon by the World Bank) financial and operational progress reports reflecting, *inter alia*, the PPC’s performance indicators, and a final report upon completion of the IP Work Plan;

(vii) the obligation of the Implementing Partners, when making Sub-grants to Beneficiaries, to the extent allowed in the relevant IP Work Plan, to do so in compliance with the provisions of Section I.G of this Schedule.

(b) The Recipient shall exercise its rights and carry out its obligations under a PPC in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Project. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive a PPC or any of its provisions.

G. Sub-projects

1. For the purposes of Parts 1.1.(d) and 1.2.(d) of the Project, the Recipient shall make goods and services available on a Sub-grant basis to Beneficiaries, through the Implementing Partners, on the following terms and conditions:

   (a) to be eligible for a Sub-grant, the proposed Beneficiary shall be required to demonstrate that he/she meets the eligibility criteria and such additional criteria as are set forth in the PIM, including the legal, organizational, managerial, environmental and financial capacity to carry out the Sub-project; and

   (b) the Recipient shall make available, through the Implementing Partners, each Sub-grant under an agreement between the Implementing Partners and the Beneficiary on terms and conditions satisfactory to the World Bank (the “Sub-project Agreement”), which shall include the following:

      (i) the eligible expenditures related to a Sub-project that may be financed out of the proceeds of the associated Sub-grant;

      (ii) the Sub-grant shall be made on a non-reimbursable grant basis;

      (iii) the Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including the right to
require each Beneficiary to:

(1) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, accounting and environmental and social standards and practices satisfactory to the World Bank, the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient and with the provisions of any assessment and plan that may be required pursuant to, the ESMF, PMP, RPF and IPPF and maintain adequate records thereof;

(2) provide, promptly as needed, the resources required for the Sub-project as the case may be;

(3) enable the Recipient and the World Bank to inspect the Sub-project, its operation and any relevant records and documents;

(4) 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; and

(5) promptly inform the Recipient and the World Bank through the Implementing Partners of any condition which interferes or threatens to interfere with the progress of the Sub-project, or the performance by the Beneficiary of its obligations under the Sub-project Agreement; and

suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant upon the failure by such Sub-project Beneficiary to perform any of its obligations under the Sub-project Agreement.
2. The Recipient shall exercise its rights and carry out its obligations, through the Implementing Partners, under each Sub-project Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant, and, except as the World Bank shall otherwise agree in writing, the Recipient shall not (and shall not permit any Implementing Partner to) amend, abrogate or waive any of the Sub-project Agreements, or any provision thereof.

H. Safeguards

1. The Recipient shall take all action necessary:

(a) (i) to comply with the ESMF and the PMP and to carry out the ESIA and the ESMP, if required by the ESMF, with due diligence and efficiency; (ii) to ensure that the relevant mitigation and monitoring provisions of the ESIA and the ESMP, as the case may be, are appropriately included in the works, goods and services contracts to be concluded under Parts 1 and 2 of the Project and that they are implemented in the carrying out of said Parts 1 and 2; and (iii) to maintain the World Bank suitably informed of the progress in the implementation of the ESIA and the ESMP, as the case may be; and

(b) (i) to comply with the RPF and the IPPF and to carry out the RAP and the IPP, if required under the RPF and IPPF, with due diligence and efficiency and at all times provide the funds necessary therefor; (ii) to adequately monitor and evaluate the carrying out of the activities provided in the RAP and in the IPP, as the case may be, in the carrying out of Parts 1 and 2 of the Project; and (iii) to maintain the World Bank suitably informed of the progress in the implementation of the RAP and the IPP, as the case may be. When preparation of a RAP or IPP is required pursuant to the RPF or IPPF, respectively, no activities shall be commenced until the respective RAP or IPP are prepared, disclosed and implemented in a manner consistent with the RPF or IPPF, respectively.

2. Without limitation to excluded expenditures set forth in the PIM, the following activities shall not be eligible to be carried out and to be funded under the Project:

(a) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas; and

(b) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems.
3. Without limitation to its other reporting obligations under this Agreement and under Section 2.06 of the Standard Conditions, the Recipient shall:

(a) include in the Project Reports referred to in Section II, Part A, paragraph 1 of this Schedule adequate information on the implementation of the Safeguards Instruments, giving details of:

(i) measures taken in furtherance of such Safeguards Instruments;

(ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instruments; and

(iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguards Instruments; and

(b) afford the World Bank a reasonable opportunity to exchange views with the Recipient on such Project Reports.

4. The Recipient shall ensure that the Safeguards Action Plan is implemented in a manner acceptable to the World Bank.

5. The Recipient shall maintain, and publicize the availability of, grievance redress mechanisms to hear and determine fairly and in good faith, all complaints raised in relation to the implementation of the Project by Project affected persons, and take all measures necessary to implement the determinations made under such grievance redress mechanisms in a manner acceptable to the World Bank.

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 (1) calendar semester, 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.

B. Financial Management; Financial Reports; Audits

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

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

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

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:


(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.
3. Additional Provisions for National Competitive Bidding

National Competitive Bidding (NCB) may be used subject to using the open procedure ("appel d’offres ouvert") set forth in the Recipient’s Public Procurement Law No. 10/010 dated April 27, 2010 (the “PPL”) and the Manual of Procedures of the PPL as per Recipient’s Decree No. 10/22 dated June 2, 2010 (the “Manual of Procedures”); provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

(a) **Standard Bidding Documents**: All standard bidding documents to be used for the Project under NCB shall be found acceptable to the World Bank before their use during the implementation of the Project.

(b) **Eligibility**: Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process.

(c) **Advertising and Bid Preparation Time**: Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Recipient’s Procurement Regulator (Autorité de Régulation des Marchés Publics) and bidders should be given at least 30 days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later.

(d) **Criteria for Qualification of Bidders**: Qualification criteria shall only concern the bidder’s capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents.

(e) **Bid Evaluation and Contract Award**: A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no “blanket” limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents.
(f) Preferences: No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient.

(g) Publication of Contract Award: Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient’s Procurement Regulator (Autorité de Régulation des Marchés Publics) web-site.

(h) Fraud and Corruption: In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank’s policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(i) Inspection and Audit Rights: In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank’s policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance.

(j) Requirement for administrative documents and/or tax clearance certificate: The bidding documents shall not require foreign bidders to produce any administrative or tax related certificates prior to confirmation of awarding a contract.

(k) Modifications of a Signed Contract: Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by 15% (fifteen percent) or more must be done through an amendment to the signed contract instead of signing a new contract.

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
referred to in subparagraph 3 below; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (e) Direct Contracting; (f) Force Account; (g) Procurement from United Nations Agencies; (h) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (i) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank; and (j) Community Participation procedures which have been found acceptable to the World Bank.

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 United Nations Agencies; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Selection of Individual Consultants; and (j) 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 “Disbursement Guidelines for Investment Project Financing” dated February 2017, 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) Goods, works, non-consulting services, consultants’ services, Training for Part 3.1. of the Project</td>
<td>2,390,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods and services provided as Sub-grants under Parts 1.1(d) and 1.2(d) of the Project</td>
<td>1,250,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,640,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is March 23, 2020.
APPENDIX

Definitions

1. “Agricultural Inspectorates” means the Recipient’s provincial inspections of agriculture, fishing and livestock established under the MOA (as defined hereinafter) pursuant to its Decree No. 3/27 dated September 16, 2003.

2. “Annual Work Plan” means each work plan approved by the World Bank under Section I.C of Schedule 2 to this Agreement for inclusion in the Project.


4. “Beneficiary” means a natural person or legal person legally established in the Recipient’s territory which will benefit from in kind assistance for the purposes of carrying out a Sub-project (as defined hereinafter).

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


7. “Delegated Management Contract” means the contract between the Recipient and a Delegated Management Contractor (as defined hereinafter) under terms and conditions satisfactory to the World Bank to carry out Part 2 of the Project.

8. “Delegated Management Contractor” means the public or private entity, legally established in the Recipient’s territory, operating pursuant to the laws of the Recipient and selected pursuant to the provisions of Section I.B of Schedule 2 of this Agreement to carry out Part 2 of the Project pursuant to a Delegated Management Contract.

9. “Designated Account” means the account to be opened and maintained by the Recipient in accordance with the provisions of Article II of the General Conditions, Section IV.A.1 of Schedule 2 of this Agreement, and such additional instructions as the World Bank shall 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).

10. “Displaced Person” means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources
or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood.

11. "Environmental and Social Impact Assessment" or "ESIA" means a site-specific report, to be prepared by the Recipient in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the World Bank, identifying and assessing the potential environmental and social impacts of the activities to be undertaken for the activities under Parts 1 and 2 of the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures, and including the actions needed to implement these measures.

12. "Environmental and Social Management Framework" or "ESMF" means the Recipient’s environmental and social management framework, dated January 2017, setting forth the procedures to be used for the preparation and approval of a site-specific Environmental and Social Impact Assessment and/or Environmental and Social Management Plan (as hereinafter defined) for any site where there exists environmental and/or social issues of a type and scale sufficient to trigger the World Bank’s safeguards policies.

13. "Environmental and Social Management Plan" or "ESMP" means a site-specific environmental and social management plan to be prepared by the Recipient in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the World Bank, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities under Parts 1 and 2 of the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

14. "Financing Agreement" means the Co-financing Agreement dated the same date as this Agreement, between the Recipient and the International Development Association ("Association"), providing a credit in the amount of SDR 55,800,000 in support of the Project.

15. "Implementing Partners" means non-governmental agencies, non-profit organizations, professional associations, or other public or private entities operating pursuant to the laws of the Recipient selected to implement an IP Work Plan (as hereinafter defined) pursuant to a PPC (as hereinafter defined).

16. "Institut National d’Etude et de Recherche Agronomiques" or "INERA" (National Institute of Study and Research) means the Recipient’s entity established under the Ministry of Scientific Research and Technology (as defined hereinafter) pursuant to the Recipient’s Decree No. 09/43 dated December 2009.
17. "Implementing Partner Work Plan" or "IP Work Plan" means a plan setting forth activities to be carried out by an Implementing Partner pursuant to a PPC (as defined hereinafter).

18. "Indigenous Peoples" means, a distinct, vulnerable, social and cultural group in the Recipient's territory possessing the following characteristics in varying degrees: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographically distinct habitats or ancestral territories in the Project Area and to the natural resources in these habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (d) an indigenous language, often different from the official language of the Recipient or region.

19. "Indigenous Peoples Plan" or "IPP" means a plan to be prepared by the Recipient in accordance with the parameters laid down in the IPPF (as hereinafter defined) and acceptable to the World Bank and developed on the basis of a social assessment and in consultation with the affected Indigenous Peoples' communities present in, or that have a collective attachment to the Project Area, setting out the measures through which the Recipient shall ensure that: (a) Indigenous Peoples affected by the Project receive culturally appropriate social and economic benefits; and (b) when potential adverse effects on Indigenous Peoples are identified, those adverse effects are avoided, minimized, mitigated, or compensated for.

20. "Indigenous Peoples Planning Framework" and "IPPF" means the Recipient’s framework, dated December 2016, setting forth: (a) the types of activities likely to be proposed for financing under the Project; (b) the potential positive and adverse effects of such activities on the Indigenous Peoples; (c) a plan for the carrying out of the social assessment for such activities; (d) a framework for ensuring free, prior, and informed consultation with the affected Indigenous Peoples’ communities at each stage of Project preparation and implementation; (e) institutional arrangements (including capacity building where necessary) for screening Project-supported activities, evaluating their effects on Indigenous Peoples, preparing IPPs, and addressing any grievances; (f) monitoring and reporting arrangements, including mechanisms and benchmarks appropriate to the Project; and (g) disclosure arrangements for IPPs to be prepared under the IPPF.

21. "Linkana Valley" means the area along the Linkana River part of the Pool Malebo Area, an irrigated agriculture land suitable for rice and vegetables, within the Recipient’s Province of Kinshasa.

22. "Malebo Area" means the area of the wetland basin in the Pool Malebo Area, a lake-like expansion of the lower Congo River, within the Recipient’s Province of Kinshasa.
23. “Ministry of Agriculture” or “MOA” means the Recipient’s ministry in charge of agriculture or any successor thereto satisfactory to the World Bank.

24. “Ministry of Rural Development” or “MRD” means the Recipient’s ministry in charge of rural development or any successor thereof satisfactory to the World Bank.

25. “Ministry of Scientific Research and Technology” or “MSRT” means the Recipient’s ministry in charge of scientific research and technology (agricultural research) or any successor thereof satisfactory to the World Bank.

26. “National Project Coordination Unit” or “NPCU” means the unit within the MOA in charge of overseeing the day-to-day implementation of the Project.

27. “Original Financing Agreement” means the financing agreement for an Agriculture Rehabilitation and Recovery Support Project between the Recipient and the Association, dated May 20, 2010 as amended to the date of this Agreement (Grant No. H555-ZR).

28. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.

29. “Pesticide Management Plan” or “PMP” means the Recipient’s plan dated May 2009, and revised on 2016, and disclosed at the Infoshop on January 17, 2017, providing procedures and guidelines for the preparation, adoption, implementation, supervision and monitoring of a pesticides management plan and referred to in Section I.H of Schedule 2 to this Agreement, as said plan may be amended from time to time with the prior written approval of the World Bank.

30. “Performance-based Partnership Contract” or “PPC” means the agreement to be entered into between the NPCU and each Implementing Partner for the implementation of an IP Work Plan under Parts 1.1.(d) and 1.2.(d) of the Project in accordance with Section I.F of Schedule 2 to this Agreement.

31. “Pool Malebo Area” means the area of the wetland basin in the Pool Malebo within the Recipient’s Province of Kinshasa.


33. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 26, 2017 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.
34. “Project Area” means an administrative area within the Provinces of Sud Ubangi, Nord Ubangi, and Mongala and the Pool Malebo Area in the territory of the Recipient.

35. “Project Financial Audit and Management Manual” or “PFAMM” means the manual outlining the financial and accounting arrangements for the implementation of the Project, as the same may be amended by agreement of the Recipient and the World Bank from time to time, and such term includes any schedules to the PFAMM.

36. “Project Implementation Manual” or “PIM” means the manual outlining, *inter alia*, responsibilities, procurement and contracting procedures for the implementation of the Project (including the PFAMM), as the same may be amended by agreement of the Recipient and the World Bank from time to time, and such term includes any schedules to the PIM.

37. “Project Steering Committee” or “PSC” means the Recipient’s inter-ministerial committee established pursuant to the Recipient’s Order No. 00221/CAB/MinAgri/2009 and No. 0161/CAB/MinADER/2009 dated December 30, 2009.

38. “Province” means a political and administrative area within the territory of the Recipient with a legal status managed by local authorities established pursuant to *Loi No. 08/12 du 31 juillet 2008 portant principaux fondamentaux relatifs à la libre administration des provinces*.


40. “Provincial Project Implementation Unit” or “PPIU” means a unit within the MOA (as defined above) in charge of overseeing the day-to-day implementation of the Project in its respective geographical area (province) of responsibility.

41. “Resettlement” means: (a) the involuntary (i.e., an action that may be taken without a person’s informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those
who continue living inside the park or protected area during and after Project implementation.

42. "Resettlement Action Plan" or "RAP" means any site-specific resettlement and rehabilitation action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the World Bank, and to be developed by the Recipient for any Resettlement under Parts 1 and 2 of the Project, and covering the following: (a) a baseline census and socioeconomic survey information; specific compensation rates and standards; policy entitlements related to any additional impacts identified through the census or survey; description of Resettlement sites and programs for improvement or restoration of livelihoods and standards of living; an implementation schedule for Resettlement activities; and detailed cost estimate; (b) measures designed to ensure that the Displaced Persons: (i) are informed about their options and rights pertaining to Resettlement, consulted on, offered choices among, and provided with technically and economically feasible Resettlement alternatives; and (ii) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (c) if the impacts include physical relocation, that the displaced persons are: (i) provided assistance (such as moving allowances) during relocation; (ii) provided with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; and (iii) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; (d) affordable and accessible grievance procedures, taking into account the availability of judicial recourse and community and traditional dispute settlement mechanisms; and (e) development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.

43. "Resettlement Policy Framework" or "RPF" means the Recipient's resettlement policy framework, dated January 2017, setting forth, inter alia, a description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving a site-specific Resettlement Action Plan.

44. "Safeguards Action Plan" means the plan to be carried out by the Recipient, which sets out the measures to be implemented by the Recipient to remedy outstanding safeguards issues identified in the Original Project, and prevent them from arising under the Project.

45. "Safeguards Instruments" means the ESMF, ESIA, RPF, ESMP, the PMP, IPPF and any Supplemental Safeguards Instruments.
46. "Service National des Semences" or "SENASEM" (National Service for seeds) means the Recipient’s entity established under the MOA pursuant to the Recipient’s Arrêté Départemental No. 003/BCE/AGRIDRAL/84 dated May 13, 1984.


48. "Sub-grant" means a grant to be made out of the proceeds of the Grant in the form of goods and services for a Beneficiary to finance a Sub-Project under Parts 1.1.(d) and 1.2.(d) of the Project.

49. "Sub-project" means an activity financed or to be financed by the proceeds of the Grant for the purpose of Parts 1.1.(d) and 1.2.(d) of the Project.

50. "Sub-project Agreement" means an agreement for the financing of a Sub-project, entered into between an Implementing Partner and a Beneficiary.

51. "Training" means the training and training-related activities included in the Annual Work Plan, including seminars, workshops and study tours, travel and subsistence allowances for training participants, trainers' fees, rental of training facilities, preparation and reproduction of training materials and other activities incidental to the preparation and implementation of training activities.

52. "Veterinary Services" means the Recipient’s entity established under the MOA pursuant to the Recipient’s Ordinance No. 82-027 dated March 19, 1982.