Grant Agreement

(CATALYTIC PROJECT TO STRENGTHEN THE NATIONAL STATISTICAL INSTITUTE)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Statistics for Results Facility Catalytic Fund

Dated June 19, 2014
GRANT AGREEMENT

AGREEMENT dated September 17, 2014, entered into between the DEMOCRATIC REPUBLIC OF CONGO ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Statistics for Results Facility Catalytic Fund ("SRF-CF").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to 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 cause the Project to be carried out by the Ministry of Planning through INS in accordance with the provisions of Article II of the Standard Conditions.

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

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to eleven million eight hundred thousand United States Dollars ($11,800,000) ("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 SRF-CF for which the World Bank receives periodic contributions from the donors to the SRF-CF. 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 SRF-CF, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Remedies

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

(a) The INS Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the INS to perform any of its obligations in the implementation of the Project.

(b) The World Bank has determined after the Effective Date that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

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 condition specified below have been satisfied namely that the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental and corporate actions.

5.02. As part of the evidence to be furnished pursuant to Section 5.01 above, 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 that on behalf of the Recipient, this Agreement has each been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. 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 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.

5.04. 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 ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article 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
Boulevard du 30 Juin, Avenue Lubefu No. 20, Commune de la Gombe
Kinshasa 1, Democratic Republic of Congo

Email: cabfinances@minfinrdc.com
Tel.: +243 99 39 000 39

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

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By:

Authorized Representative

Name: [Signature]

Title: [Signature]

INTERNATIONAL DEVELOPMENT ASSOCIATION, acting as administrator of the Statistics for Results Facility Catalytic Fund

By:

Authorized Representative

Name: EUSTACHE OUAYORO

Title: COUNTRY DIRECTOR
SCHEDULE 1
Project Description

The objective of the Project is to strengthen the capacity of INS to generate and disseminate statistical information.

The Project consists of the following parts:

Part A. Increasing INS Technical Capacity

Supporting a program of activities aimed at increasing the proportion of professional staff with formal degrees or on-the-job training in areas related to statistics, demography, economics, and information technology (particularly programming); such activities include:

1.1. Pre-service Formal Training. Provision of: (i) preparatory training for the competitive entrance examination to regional statistical schools; and (ii) scholarships and stipends to eligible candidates.

1.2. On-the-job and Thematic Training. Provision of learning-by-doing and thematic training to eligible INS staff to strengthen capacity, including in the areas of survey data collection, survey data quality control and analysis, training in national accounting tools, elaboration of sector statistics, and poverty analysis.

Part B. Strengthening the Non-technical Environment

Supporting a program of activities aimed at supporting management and fiduciary training, office furnishings and rehabilitation, computer hardware, and software for INS staff; such activities include:

2.1. Improving Management Capacity. Provision of management and leadership training to selected INS managers and directors in areas related, but not limited to, work planning, human resource management, leadership, project management and fiduciary concepts.

2.2. Fiduciary Capacity Development. Provision of technical assistance (including training and learning-by-doing support), financial management software and information technology systems, and support to selected reorganization of fiduciary practices at INS.

2.3. Improving the Working Environment. Rehabilitation or construction of selected buildings of the INS technical departments in the Recipient's Limete neighborhood of Kinshasa, including an architectural site evaluation to explore rehabilitation or construction options and provision for rental of office space for the census team and staff effected by the rehabilitation.
2.4. **Project Management and Coordination.** Support to the Project management team in preparation of the Annual Work Plans and Budgets, including updating procurement plans and related budgets, Project management, monitoring and evaluation, by encompassing the provision of Operating Costs for the INS selected staff and Project team.

**Part C. Statistical Production and Dissemination**

Supporting a program of activities aimed at supporting the development of critical statistical infrastructure as well as the development and implementation of archiving and dissemination policies for statistical information in order to increase access, use, and quality of the information produced; such activities include:

3.1. **Support to the Population and Housing Census.** (i) Supporting census cartography through the provision of hardware for data collection and processing, geographic information system (GIS) software, field staff and their training in the use of such hardware and software, and technical assistance for the design and implementation of the GIS database; and (ii) the pilot census through financing of data collection.

3.2. **Improving National Accounts.** (i) Supporting the enterprise census, which includes building an initial list of firms from various sources, validating and extending it in the field, collecting, processing, analyzing, and reporting the data; and (ii) provision of technical assistance in connection with the foregoing.

3.3. **Improving Access to, and Interpretability of, Statistical Information** Supporting: (i) the development of a statistical dissemination policy that respects the United Nations Fundamental Principles of Official Statistics and the African Charter on Statistics with technical assistance; (ii) the provision of software for the archiving of data; (iii) the training in the use of the software with technical assistance; (iv) quality control for the information provided; (v) enhancing internet bandwidth to disseminate the information through the INS web site; and (vi) the provision of anti-virus software and computer hardware.
SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. National Statistical Institute (INS)

1. The Recipient shall, throughout the implementation of the Project: (i) cause INS to be responsible for the overall implementation of the Project; (ii) ensure that INS maintains functions, staffing and resources satisfactory to the World Bank, for the proper implementation of the Project; and (iii) cause INS to maintain at all times during the implementation of the Project, a Project implementation task team within the INS, with functions, staffing and resources satisfactory to the World Bank.

2. The Recipient shall, not later than four (4) months of Effective Date, recruit and thereafter maintain within INS, the Project implementation team within INS, which shall be comprised of: (i) a Project coordinator; (ii) two (2) financial management officers; (iii) two (2) accountants; (iv) two (2) procurement officers; and (v) two (2) monitoring and evaluation officers, and shall be responsible for the day-to-day implementation of the Project.

B. Oversight Committee

1. The Recipient shall establish and thereafter maintain, at all times during the implementation of the Project, an Oversight Committee for the Project with a mandate, composition and resources satisfactory to the World Bank.

2. Without limitation upon the provisions of paragraph 1 of this Part A, the Oversight Committee shall: (a) be headed by a representative of the Recipient’s ministry in charge of planning and include a representative from the ministries in charge of budget and finance as well as representatives of INS; (b) meet semi-annually or more often as required; and (c) be responsible for: (i) facilitating the overall coordination of Project activities; (ii) providing strategic and policy directions on the implementation of the Project; (iii) reviewing and recommending for approval by the World Bank of proposed Annual Work Plans and Budgets; and (iv) reviewing progress made towards achieving the Project’s objectives and making recommendations for removal of any obstacles to the implementation of the Project.

C. Annual Work Plans and Budgets

1. The Recipient shall cause INS to prepare and furnish to the World Bank for its approval, not later than December 31 of each year during the implementation of the Project (or such later date as the World Bank may agree), an annual work
plan and budget containing all eligible Project activities and expenditures planned for the following INS’s fiscal year, including a specification of the source or sources of financing for all eligible expenditures.

2. The Recipient shall cause INS to ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the World Bank for the respective Recipient’s fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall cause INS not to make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the World Bank.

D. Project Procedures Manual

1. The Recipient shall adopt and thereafter carry out the Project in accordance with the Project Procedures Manual; provided, however, that, in the event of any conflict between the provisions of the Project Procedures Manual and those of this Agreement, this Agreement shall prevail.

2. Except as the World Bank shall otherwise agree, the Recipient shall not amend or waive any provision of the Project Procedures Manual if, in the opinion of the World Bank, such amendment or waiver could materially and adversely affect the implementation of the Project.

E. Safeguards.

1. The Recipient shall ensure that the Project is carried out in accordance with the EMP.

2. The Recipient shall not amend, waive or otherwise modify any provision of the EMP without the prior written consent of the World Bank.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, in accordance with Section II of this Schedule 2 to this Agreement, reports on the status of Project compliance with the World Bank safeguards, giving details of:

   (a) measures taken in furtherance of the EMP;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the EMP; and

   (c) remedial measures taken or required to be taken to address such conditions.
F. Anti-Corruption

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

G. Other Covenants

1. The Recipient shall, within four (4) months of Effective Date, recruit external auditors for the Project in accordance with the provisions of Section III of this Agreement, with qualification, experience, and terms of reference satisfactory to the World Bank.

2. The Recipient shall, within six (6) months of Effective Date, designate the Oversight Committee with a mandate, composition and resources satisfactory to the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall cause INS to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth in the PPM and acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall cause INS to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall cause INS to 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 cause INS to ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one (1) month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall cause INS to 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 INS. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. The Recipient shall cause INS to recruit, no later than four (4) months after the Effective Date, an independent external auditor in accordance with the provisions of Section III of this Schedule 2 to this Agreement.

5. The Recipient shall cause INS to install and thereafter maintain operational throughout the implementation of the Project a computerized accounting system, in form and substance acceptable to the Association, no later than four (4) months after the Effective Date.

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 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 referred to in subparagraph 3 below; and (c) Shopping.

3. **Additional Provisions for National Competitive Bidding**

National Competitive Bidding 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 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.

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) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of Grant Proceeds

A. 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></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</td>
<td>386,201</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ services and non-consulting services</td>
<td>9,533,831</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Works</td>
<td>950,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Operating Costs</td>
<td>242,222</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Training and Workshops</td>
<td>687,746</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,800,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

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B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $1,000,000 equivalent may be made for payments made 12 months prior to this date for Eligible Expenditures under Category (1) and (2) above.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 29, 2017.
APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the plan and budget referred to in Section I.C. of Schedule 2 to this Agreement.


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


5. “Fiscal Year” means a period from January 1 to December 31.

6. “Effective Date” has the meaning given to such term in Section 5.03 of this Agreement.

7. “Environmental Management Plan” or “EMP” means the document entitled “Plan de gestion environnementale – Projet catalyptique de renforcement de l’INS” adopted by Recipient on June 7, 2012 in connection with the activities under the Project and, inter alia, (i) describing the potential adverse environmental and social impacts of such activity during planning, design, construction and operation, and (ii) outlining monitoring and mitigation measures, as well as institutional arrangements and budget for carrying out these measures.

8. “INS” means the National Statistics Institute (Institut National de la Statistique) established pursuant to INS’s Legislation.


10. “Operating Costs” means the operating costs incurred for the purposes of the implementation of the Project including office rental expenses, maintenance and insurance of vehicles and equipment, fuel, office supplies, utilities, consumables, bank charges, advertising expenses, travel, per diems, accommodation, and salaries of selected support staff, but excluding salaries of consultants and salaries of officials of the Recipient’s civil service.
11. "Oversight Committee" means the committee referred to in Section 1.B. of Schedule 2 to this Agreement.


13. "Procurement Plan" means the Recipient's procurement plan dated March 3, 2014 for the Project, 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.

14. "Project Procedures Manual" or "PPM" means a manual, adopted by the Recipient in form and substance acceptable to the World Bank, to include, inter alia: (a) details on (i) Project description and implementation arrangements, (ii) technical, (iii) administrative, (iv) procurement, (v) financial and accounting, (vi) environmental safeguards, and (vii) monitoring and evaluation procedures and arrangements for the Project; (b) an operational module further outlining implementation, monitoring, financial management, disbursement, detailed eligibility criteria, audit, grievance mechanism and verification, procedures for scholarships and stipends to be provided under Part A of the Project; and (c) such other arrangements and procedures as shall be required for the Project.


16. "Training and Workshops" means the costs associated with the participation of personnel involved in Project supported activities in training activities and workshops, including travel and subsistence costs for training and workshop participants, stipends and scholarships for the trainees, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course or workshop preparation and implementation.