Ebola Recovery and Reconstruction Trust Fund

Grant Agreement

(RURAL ROADS EMERGENCY MAINTENANCE PROJECT)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Ebola Recovery and Reconstruction Trust Fund

Dated September 2, 2015
EBOLA RECOVERY AND RECONSTRUCTION TRUST FUND

GRANT AGREEMENT

AGREEMENT dated September 2, 2015, entered into between:

REPUBLIC OF LIBERIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") acting as administrator of the Ebola Recovery and Reconstruction 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 Public Works 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 three million United States Dollars ($3,000,000) ("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
Effectiveness; Termination

4.01. 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

5.01. The Recipient’s Representative is its Minister of Finance.

5.02. The Recipient’s Address is:

Minister of Finance
Ministry of Finance
P.O. Box 10-9013
Broad Street
Monrovia, Liberia

Email: akonneh@mopea.gov.lr.
5.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

AGREED at September 2, 2016, as of the day and year first above written.

REPUBLIC OF LIBERIA

By

Authorized Representative

Name: Amara M. Konneh
Title: Minister (MFPD)

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Administrator of the Ebola Recovery and Reconstruction Trust Fund

By

Authorized Representative

Name: Henry Kerah
Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

The project development objective is to improve access to Ebola response infrastructure by spot improvement of targeted road links to Ebola treatment units (ETUs), community care centers (CCCs), and forward logistics bases (FLBs) in the recipient’s Lofa County.

The Project consists of the following parts:

Part 1. Installation of prefabricated steel bridges: Providing support for installation of prefabricated steel (bailey) bridges at critical sections of the network to facilitate all-season access to ETUs/CCCs/FLBs, including the construction of abutments for the placement of steel decking of the bridges.

Part 2. Installation of Timber Road Sections: Providing support for the installation of non-traditional semi-permanent, rigid surface (using timber sections) for improvement of critical locations within the Lofa County road network.

Part 3. Monitoring and Supervision: Providing technical support to IIU in: (i) monitoring and supervision of the works and to liaise with the Ebola health response teams; and (ii) implementing the Project and building their capacity for emergency response, including training in road construction with non-traditional materials and hiring of a Project coordinator to be based in field.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. General

The Recipient shall carry out the Project through Ministry of Public Works (MoPH) and Labor responsible for overall Project management and implementation including, administrative and financial management, disbursement and procurement, and monitoring and evaluation.

B. Implementation Arrangements

1. The Recipient shall ensure that the Infrastructure Implementation Unit (IIU) established within the Ministry of Public Works, is maintained at all times during the implementation of the Project, and adequately staffed with professionals for the purpose of ensuring the prompt and efficient overall coordination, communication, reporting, monitoring and evaluation of Project activities.

2. The IIU shall be responsible for technical elements, procurement, and for providing oversight in Project implementation including: (i) formulating and reviewing policies; (ii) reviewing and endorsing for approval by the Association the Annual Work Plans and Budgets; (iii) facilitating the coordination of Project activities; (iv) reviewing progress made towards achieving the Project’s objective and preparing related reports; (v) ensuring compliance with environmental safeguards; and (vi) monitoring and evaluation of the Project activities.

3. Without limitation to the provisions of Section I.B.1 of this Schedule, the Recipient shall ensure that the Project Financial Management Unit (PFMU) established within the Ministry of Finance (MoF), is maintained at all times during the implementation of the Project, and adequately staffed with resources and personnel that are satisfactory to the Association.

4. PFMU shall be responsible for carrying out day-to-day financial management under the Project, including: (i) maintenance of accounting records and preparation of financial statements; (ii) preparation of the interim un-audited financial reports; (iii) processing payment requests on behalf of the IIU; and (iv) facilitating the financial audits, pursuant to the provisions of paragraph B.3 of Section II of this Schedule 2.
C. Annual Work Plans

1. The Recipient shall, not later than sixty days (60) before the commencement of the succeeding year, prepare and furnish to the Association, annual work plans and related budgets containing all activities proposed to be carried out under the Project in the following calendar year.

2. The Recipient shall exchange views with the Association on each such proposed annual work plan, and shall thereafter adopt, and carry out such program of activities for such following calendar year as shall have been agreed with the Association, as such plan may be subsequently revised during such following calendar year with the prior written approval of the Association ("Annual Work Plan").

D. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguard Instruments. To this end, the Recipient shall ensure that the following actions are taken in a manner acceptable to the Association:

   (a) proceed thereafter to ensure the implementation of the Project in accordance with the provisions of the EMP; and

   (b) ensure that, if any activities proposed for inclusion under the Project in any Annual Work Plan would, pursuant to the EMP, require the adoption of on-site specific environmental management plan, then no activities included in the Annual Work Plan shall be implemented unless and until such a plan for such activities: (i) is prepared, in accordance with the EMP and furnished to the Association for review and approval; and (ii) is disclosed as required by the EMP and approved by the Association.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the EMP; and (b) prepare quarterly reports and furnish the same to the Association, as part of the Project Reports, on the results of such monitoring activities, giving details of:

   (i) measures taken in furtherance of such EMP and site specific environmental management plans;

   (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such EMP and site specific environmental management plans;

   (iii) remedial measures taken or required to be taken to address such conditions.
3. The Recipient shall afford the Association a reasonable opportunity to review the reports prepared under paragraph 2 of this Part I.D, and thereafter shall carry out with due diligence all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the EMP.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

F. 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 set forth in the Project Operations Manual, 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 forty five days (45) 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.

B. Financial Management; Financial Reports; Audits

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

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

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

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; (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 UN 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.

3. **Exceptions to National Competitive Bidding Procedures.** The following provisions shall apply to the procurement of goods, works and non-consulting services under National Competitive Bidding procedures: (a) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (b) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (c) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants’ Services.

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (g) Selection of UN 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 “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>Goods, works, non-consulting services, consultants' services, Training and Workshops, and Operating Costs</td>
<td>3,000,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>3,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $1,120,000 equivalent may be made for payments made prior to this date but on or after May 1, 2015, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 28, 2017.
APPENDIX

Definitions

1. “Annual Work Plan” means the program of activities together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C of Schedule 2 to this Agreement, as the same may be revised from time to time.

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

3. “EMP” means the Environmental Mitigation Plan prepared and adopted by the Recipient, May 1, 2006 and updated June 1, 2009, defining policy framework, the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activities.

4. “IIU” means “Infrastructure Implementation Unit established within the Recipient’s Ministry of Public Works, and referred to in Section I.B.1 of Schedule 2 to this Agreement, or any successor entity thereto.

5. “MoPH” means Recipient’s Ministry of Public Works means Recipient’s Ministry of Public Works or any successor thereto.

6. “MoF” means Recipient’s Ministry of Finance or any successor thereto.

7. “Operating Costs” means the reasonable costs for operating expenditures incurred on account of the implementation of the Project, consisting of office supplies, operation and maintenance of vehicles and equipment, utilities, bank charges, consumables, travel expenses including per diems, and salaries of non-consultant Project staff but excluding salaries of the Recipient’s civil servants.

8. “PFMU” means Project Financial Management Unit established within the Recipient’s Ministry of Finance and referred to in Section I.B.3 of Schedule 2 to this Agreement or any successor arrangement thereto.

9. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated August 5, 2015 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.

10. “Training and Workshops” means the reasonable costs associated with training and workshop participation under the Project, consisting of travel and subsistence costs
for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials.