Global Facility for Disaster Reduction and Recovery

Project Agreement
(Strengthening Hydro-Meteorological and Climate Services Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of grant funds provided by various donors under the Global Facility for Disaster Reduction and Recovery Trust Fund)

and

AGENCE NATIONALE DE METEOROLOGIE ET DE TELEDETECTION PAR SATELLITE (METTELSAT)

Dated April 19, 2017
AGREEMENT dated April 19, 2017, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank") acting as administrator of grant funds provided by various donors under the Global Facility for Disaster Reduction and Recovery Trust Fund ("GFDRR") and the AGENCE NATIONALE DE METEOROLOGIE ET DE TELEDÉTECTION PAR SATELLITE (METTELSAT) ("Project Implementing Entity") ("GFDRR Project Agreement") in connection with the GFDRR Grant Agreement ("GFDRR Grant Agreement") of same date between the DEMOCRATIC REPUBLIC OF CONGO ("Recipient") and the World Bank.

The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions for Grants Made by the World Bank out of Various Funds, dated February 15, 2012 ("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 GFDRR Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the World Bank and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.
ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s Representative is its Director General.

3.02. The World Bank’s Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

Cable: INDEVAS
Telex: 248423(MCI) or 248424(MCI)
Facsimile: 1-202-477-6391

Washington, D.C. 64145 (MCI)

3.03. The Project Implementing Entity’s Address is:

METTELSAT
Chaussée Mzee Laurent désiré Kabila (ancienne Route de Matadi)
Binza-Météo, Commune de Ngaliema
Kinshasa
Democratic Republic of Congo

Telephone: 243-82 34 65 142
AGREED at District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of grant funds provided by various donors under the Global Facility for Disaster Reduction and Recovery Trust Fund)

By:

[Signature]

________________________________________
Authorized Representative

Name: **Ahmadou Moumouna Niang**

Title: **Country Director**

AGENCE NATIONALE DE METEOROLOGIE ET DE TELEDETECTION PAR SATELLITE (METTELSAT)

By:

[Signature]

________________________________________
Authorized Representative

Name: **Jean Pierre NTUNUVU ELONGA**

Title: **Directeur Général**
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall create not later than one month after the Effective Date and thereafter maintain at all times during the implementation of the Project, the Project Implementation Cell to oversee the day-to-day implementation and management of the Project with competent staff in adequate numbers and with terms of reference, qualification and experience satisfactory to the World Bank.

B. GFDRR Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Project Implementing Entity shall execute a subsidiary agreement with the Recipient, under the terms and conditions approved by the World Bank ("GFDRR Subsidiary Agreement").

2. The Project Implementing Entity shall exercise its rights under the GFDRR Subsidiary Agreement in such manner as to protect its interests, and the World Bank in order to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the GFDRR Subsidiary Agreement or any of its provisions without the prior written agreement of the World Bank.

C. Annual Work Plans and Budgets

1. The Project Implementing Entity shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the World Bank, a program of activities from proposed for inclusion in the Project during the following calendar year, including: (a) the source of financing; (b) a detailed timetable for the sequencing and implementation of said activities; and (c) the types of expenditures and budget required for such activities and a proposed financing plan ("Annual Work Plans and Budgets").

2. The Project Implementing Entity shall exchange views with and seek approval of the World Bank on each such proposed Annual Work Plans and Budgets, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Project Implementing Entity and the World Bank.

3. Only those activities which are included in an Annual Work Plans and Budgets shall be included in the Project. Notwithstanding the foregoing, the Annual Work
Plans and Budgets might be amended from time to time to include new activities with the prior and written concurrence of the World Bank.

D. **Project Implementation Manual and Safeguards**

1. The Project Implementing Entity shall carry out the Project, in accordance with the provisions of the Project Implementation Manual and the Safeguards Documents.

2. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not amend or waive the Project Implementation Manual or the Safeguards Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual or the Safeguards Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. **Anti-Corruption**

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

**Section II. Project Monitoring, Reporting and Evaluation**

A. **Documents; Records**

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Implementing Entity shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Implementing Entity’s financial and narrative progress reports submitted to the World Bank; (iii) the Implementing Entity’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Implementing Entity’s implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donors.
B. Project Reports

1. The Project Implementing Entity 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 and set forth in the Project Implementation Manual. Each such Project Report shall cover the period of one calendar quarter, and shall be furnished to the Recipient and to the World Bank not later than forty-five days after the end of the period covered by such report.

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

C. Financial Management, Financial Reports and Audits

1. The Project Implementing Entity shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of Part A of this Section, the Project Implementing Entity shall prepare and furnish to the World Bank not later than forty-five (45) days after the end of each fiscal quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the World Bank.

3. The Project Implementing Entity shall have its Financial Statements 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 (6) months after the end of such period.

4. The Project Implementing Entity shall disclose the audited Financial Statements in a manner acceptable to the World Bank. The Project Implementing Entity agrees that upon receipt of the Financial Statements, the World Bank shall make them available to the public in accordance with the Bank’s policy on access to information.

Section III. Procurement

A. General

1. Goods, Works and Non-Consulting Services. All goods, works and non-consulting 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 Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants’ Services.** All 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 Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **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) National Competitive Bidding, subject to the additional provisions referred to in subparagraph 3 below; (b) Shopping; (c) Direct Contracting; (d) Community Participation procedures which have been found acceptable to the World Bank; (e) Procurement from United Nations Agencies; and (f) Restricted International Competitive Bidding.

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 World Bank with a national firm shall not be a condition for participation in a 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 contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; (d) Single-source procedures for the Selection of Individual Consultants; and (e) Selection of United Nations Agencies.

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.

E. Document Retention

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix 1 to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix 1 to the Consultant Guidelines, the Implementing Entity: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (ii) shall furnish such documentation to the World Bank
at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the Donors.

Section IV. **Other Undertakings**

The Project Implementing Entity shall:

1. No later than two months after the Effective Date hire: (i) a financial management specialist, (ii) an accountant, (iii) an internal auditor, and (iv) an external auditor, all with qualification and experience acceptable to the World Bank.

2. No later than three months after the Effective Date: (i) hire a procurement consultant with qualification and experience acceptable to the World Bank, and (ii) organize a launch workshop involving all stakeholders.