Education for All Fast Track Initiative Catalytic Trust Fund – European Commission Grant Agreement

(SUPPORT TO BASIC EDUCATION PROJECT)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION and
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as administrator of the Education for All-Fast Track Initiative Catalytic Trust Fund-European Commission

Dated 15 May 2013
AGREEMENT dated 2013, entered into between the DEMOCRATIC REPUBLIC OF CONGO (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (together, the “World Bank”), acting as administrator of the Education for All-Fast Track Initiative Catalytic Trust Fund-European Commission (“EFA-FTI”).

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 Preamble and 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 carry out the Project through the MoPSTE 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 up to six million four hundred thousand United States Dollars ($6,400,000) (“Grant”) to assist in financing Part B.2(a)(i) of 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 EFA-FTI for which the World Bank receives periodic contributions from the donors to the EFA-FTI. 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 EFA-FTI, 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 shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:

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

(b) the GPE Grant 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(a), 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 Recipient, showing that on behalf of the Recipient, 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
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 V
Recipient’s Representative; Addresses

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

5.02. 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

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

The World Bank  
1818 H Street, N.W.  
Washington, D.C.20433  
United States of America

Cable: INDEVAS  
Telex: 248423 (MCI)  
Facsimile: 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: PATRICE KI-ZEBI
Title: MIN DEL FINANCES

INTERNATIONAL DEVELOPMENT ASSOCIATION and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, acting as administrator of the Education for All-Fast Track Initiative Catalytic Trust Fund-European Commission

By: ____________________________
Authorized Representative

Name: ____________________________
Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) increase access and equity in primary education; (b) improve learning conditions in primary education; and (c) strengthen sector management and promote greater accountability by introducing new management practices at the local levels.

The Project consists of the following parts:

Part A. Increasing Access and Equity at the Primary Level through Rehabilitation and Re-Construction of Classrooms

Rehabilitation and/or re-construction of classrooms and school director’s offices and ancillary facilities (such as latrines and water supply) and provision of furniture for such classrooms and offices, in the Recipient’s provinces of Equator and Kasai-West.

Part B. Improving the Quality of the Learning Environment

1. Supporting the strengthening of teacher in-service training in the Recipient’s provinces of Equator and Kasai-West through technical assistance, training and the provision of media equipment.

2. (a) Provision of: (i) textbooks and teacher guides for 3rd and 4th grade primary school in mathematics and French; and (ii) textbooks and teacher guides for 5th and 6th grade primary school in mathematics, French, sciences and civics, all throughout the Recipient’s territory; (b) supporting the building of capacity in: (i) the preparation of textbooks; (ii) defining the technical and pedagogical specifications of textbooks; (iii) institutionalizing the evaluation of textbooks; and (iv) logistics related to management of textbooks stocks and their distribution; and (c) supporting the development of a textbook policy and strategy (including an action plan).

Part C. Strengthening Sector Management

Supporting a program of activities aimed at increasing efficiency and accountability in education sector management; such activities include:

1. Restructuring of Proximate School Management Offices. Supporting compliance with, and strengthening of, applicable regulations through: (a) provision of operating costs for Proximate School Management Offices; (b) the development of management and reporting tools; (c) technical assistance for the design of results-based agreements; and (d) supporting financial audits and quality assessments, all in the Recipient’s provinces of Equator and Kasai-West.
2. **Other strengthening of institutional capacity:** (a) Teacher management: technical assistance to implement reform of the MoPSTÉ’s Teachers’ Salary and Control Services (*Services de contrôle et de la paie des enseignants*) based on agreed upon work plan; (b) Budgetary planning and Monitoring: technical assistance to strengthen the MoPSTÉ’s budget planning and execution; and (c) Girls’ education: technical assistance to develop a strategy (including a work plan) for girls’ education.

3. **Project Management and Coordination:** (a) Supporting management and coordination of the Project through the provision of medium-term consultancy services and technical assistance in the education sector; (b) supporting capacity building through workshops and seminars on technical issues related to the Project’s objectives, and training in project management; (c) acquisition of computer equipment, hardware and office supplies and support to the development and implementation of strategies and communication campaigns in support of the free education policy; and (d) supporting the supervision of the Project, including supporting the collection and analysis of educational statistics in some provinces.
SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

1. **Steering Committee**

   a. The Recipient shall maintain the Steering Committee with functions and resources satisfactory to the Association.

   b. Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be responsible for, *inter alia*, overall strategic guidance for the Project, the approval of Annual Work Plan and Budgets, review of the monitoring reports, and endorsing major decisions.

   c. Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be chaired by the minister in charge of the MoPSTE and include as representatives the Recipient’s ministers in charge of social affairs, planning, finance, budget and gender.

2. **Project Implementation Team**

   a. The MoPSTE shall have the institutional responsibility for the Project, and it shall be accountable for Project management, supervision and coordination.

   b. To this end, the MoPSTE shall maintain within its Secretary General’s office, the PIT, with functions and resources satisfactory to the World Bank.

   c. The PIT shall be responsible for the overall day-to-day implementation and fiduciary oversight (procurement, financial management and monitoring and evaluation) of the Project.

   d. The PIT shall be headed by the MoPSTE’s Secretary General, who shall be assisted by an executive officer for day-to-day decision making and by a core team comprised of, *inter alia*: (i) a financial management specialist; (ii) an accountant; (iii) a treasurer; (iv) a procurement specialist; (v) a procurement assistant as well as the national technical committee, comprised of a core group including the heads of the relevant
directorates responsible for key Project components (e.g., school infrastructure, sector planning, pedagogical inputs, teacher training, teacher management and system governance) to ensure technical oversight of the Project and the MoPSTE’s Technical Advisory Cell, comprised of national and international experts, which will provide technical advice to the relevant directorates involved in Project implementation.

B. Annual Work Plans and Budgets

1. The Recipient shall prepare, and furnish to the World Bank for its approval, not later than December 15 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 ("Annual Work Plan and Budget") containing all eligible Project activities and expenditures planned for the following fiscal year, including a specification of the source or sources of financing for all eligible expenditures.

2. The Recipient shall 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 not 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.

C. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual; provided, however, that, in the event of any conflict between the provisions of the Project Implementation 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 Implementation Manual if, in the opinion of the World Bank, such amendment or waiver could materially and adversely affect the implementation of the Project.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
E. 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 European Commission’s 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, enable the representatives of the European Commission 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 the indicators set forth in the PIM 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 forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the closing date under the GPE Grant Agreement.

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 of the Recipient’s fiscal year. 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 recruit, no later than three (3) 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 recruit, no later than three (3) months after the Effective Date: (i) a finance officer for each of the Recipient’s seven (7) educational provincial offices (PROVED); and (ii) an engineer for each of the Recipient’s six (6) educational provincial offices (PROVED) in which it will be implementing Part A of the Project, all in accordance with the provisions of Section III of this Schedule 2 to this Agreement each with skills, experience and qualifications acceptable to the World Bank.

Section III. **Procurement**

A. **General**

1. **Procurement.** All goods 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; 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.

B. **Particular Methods of Procurement of Goods**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods for those contracts specified in the Procurement Plan:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding, subject to using National Standard Bidding</td>
</tr>
<tr>
<td>Documents acceptable to the Association and complying with the provisions</td>
</tr>
<tr>
<td>below in (*);</td>
</tr>
<tr>
<td>(b) Shopping; and</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
</tbody>
</table>
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 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;

(c) **Advertising and Bid Preparation Time**: Bidding opportunities shall be advertised at least in a national newspaper of wide circulation or on the website of the Recipient’s Procurement Regulator (Autorité de Régulation des Marchés Publics) and bidders should be given at least thirty (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 domestic/regional 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; and

(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.

**C. 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 under Part B.2(a)(i) of the Project</td>
<td>6,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>6,400,000</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 June 30, 2016.

**Section V. Other Undertakings**

1. The Recipient shall furnish to the World Bank, no later than one (1) month after the Effective Date, 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 Recipient, confirming that tuition and other associated fees are not permitted to be levied from parents and communities by the Recipient’s Equator and Kasai-West provinces to finance the administrative cost of the School Management Offices (*Bureaux Gestionnaires*).

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, and shall cause the Governors of Equator and Kasai-West provinces to collect, compile and submit to the World Bank, in accordance with Section II.A of this Schedule 2 to this Agreement, reports on the status of compliance with, and enforcement of, the prohibition on the collection of tuition and other associated fees to finance the administrative cost of the School Management Offices (*Bureaux Gestionnaires*).
APPENDIX

Definitions

1. "Annual Work Plan and Budget" means the plan and budget referred to in Section I.B.1 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. "Effective Date" has the meaning given to such term in Section 4.03 of this Agreement.

6. "Grant" has the meaning given to such term in Section 3.01 of this Agreement.

7. "GPE Grant Agreement" means the agreement entered into on the same date hereof between the Recipient and World Bank, acting as trustee of the Global Partnership for Education Fund providing ninety-three million six hundred thousand United States Dollars ($93,600,000) for the Project.

8. "MoPSTE" means the Recipient’s Ministry of Primary, Secondary and Technical Education, or any successor thereof.

9. "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. "Procurement Plan" means the Recipient’s procurement plan 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.
12. "Project" has the meaning given to such term in Section 2.01 of this Agreement.

13. "Project Implementation Manual" or "PIM" means the Project’s implementation manual, in form and substance acceptable to the World Bank, adopted by the Recipient containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, disbursement, coordination, environmental safeguards, financial, administrative and accounting procedures, and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

14. "PIT" means the Project implementation team referred to in Section I.A.2(b) of Schedule 2 to this Agreement and established by the Recipient’s ministerial order No. MINEPSP/CABMIN/36/2013, dated January 30, 2013 establishing the framework for the implementation of the Project.

15. "Proximate School Management Office" means School Management Office at the sub-provincial level directly in charge of the administrative and pedagogical management of schools in the Recipient’s territory.

16. "School Management Office" means an office in charge of the administrative and pedagogical management of schools in the Recipient’s territory.


19. "Training" 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, 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.