OFFICIAL
DOCUMENTS

GEF GRANT NUMBER TF015910

GEF Project Agreement

(Additional Financing for the National Parks Network Rehabilitation Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

and

INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE

Dated February 1st, 2014

GEF GRANT NUMBER TF015910

GEF PROJECT AGREEMENT

Agreement dated February 1st, 2014, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank") and *INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE* ("Project Implementing Entity") ("GEF Project Agreement") in connection with the GEF Grant Agreement ("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 — GENERAL CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in Article I of the Grant Agreement) 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 Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project and the Program. 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 — TERMINATION

3.01. The date on which the provisions of this Agreement shall terminate is twenty years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity's Representative is its *Administrateur Délégué Général.*

4.02. The World Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423(MCI)	1-202-477-6391

4.03. The Project Implementing Entity's Address is:

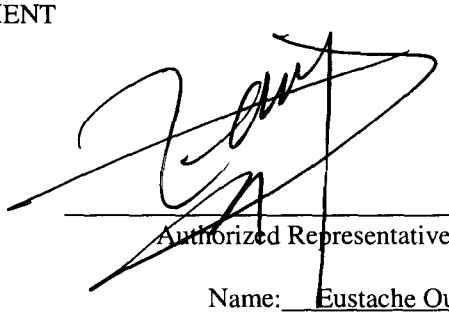
Institut Congolais pour la Conservation de la Nature
13 Avenue des cliniques
Kinshasa Gombe
BP 868 Kinshasa 1
République Démocratique du Congo

pdg.iccn@yahoo.fr

Facsimile:
243 99 804-4118

AGREED at Kinshasa, DRC, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

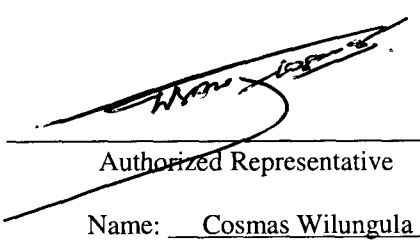
By 

Authorized Representative

Name: Eustache Ouayoro

Title: Country Director for DRC

INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE

By 

Authorized Representative

Name: Cosmas Wilungula

Title: Administrateur Délégué Général

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall, at all times during project implementation:

1. assign adequate staff and other resources as necessary or appropriate to allow for the due implementation of the Program and the Project, including a financial director, an accountant and one procurement specialist, along with the Fiduciary Technical Assistant, a specialist in social management issues and the Internal Auditor, all of whom shall have qualifications, experience and terms of reference satisfactory to the World Bank; and

2. cooperate with all public stakeholders involved in the protection of the environment to allow for the implementation of the Project.

B. Anti-Corruption

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

C. Project Implementation Manual and Okapi Fund's Manual

Except as the World Bank shall otherwise agree, the Project Implementing Entity shall:

1. apply and cause to be applied the criteria, policies, procedures and arrangements set out in the Project Implementation Manual and in the Okapi Fund's Manual; and

2. not amend or waive, or permit to be amended or waived, the Project Implementation Manual, the Okapi Fund's Manual or any provision thereof.

D. Safeguards

The Project Implementing Entity shall carry out the Project, or cause the Project to be carried out in accordance with the provisions of the Social and Environmental Documents, and, except as the World Bank shall otherwise agree, the Project Implementing Entity shall not amend or waive any provision of the aforementioned.

E. Delegated Management Partners

1. For the purpose of Part B of the Project, the Project Implementing Entity shall:

(a) enter into a Delegated Management Contract with each Delegated Management Partner, in a form and substance satisfactory to the World Bank describing, *inter alia,* the functions to be undertaken by such partners, setting forth dated objectives to be attained and performance indicators, and setting forth disbursement, financial management and procurement methods, in compliance with the Project Implementation Manual; and including, *inter alia*:

(i) the obligation of the Delegated Management Partner to carry out the activities in accordance with the Project Implementation Manual and the Social and Environmental Documents, with due diligence and efficiency and in accordance with sound technical, financial, environmental, public health and managerial standards, and to maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures in respect of the activities;

(ii) the requirement that the goods, works and services to be financed from the Grant shall be procured in accordance with the provisions of Section III of this Schedule, and shall be used exclusively in carrying out the activities of the Project;

(iii) the obligation of the Delegated Management Partner to prepare an annual progress report and to submit an annual work plan, including a budget and a procurement plan, being specified that no disbursement shall occur for a given year unless and until said plan has been reviewed by the World Bank and approved by the Project Implementing Entity;

(iv) provisions with respect to the ownership of the goods acquired under the Project, to be returned to the Project Implementing Entity upon the termination of the Delegated Management Contract;

(v) the right of the Project Implementing Entity to inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods, works, sites or plants included in the activities, the operations thereof and any relevant records and documents;

(vi) the right of Project Implementing Entity to obtain all information as the World Bank shall reasonably request regarding the administration, operation and financial management of the activities;

(vii) the right of the Project Implementing Entity, as the case may be, to suspend or terminate the right of the Delegated Management Partner to use or benefit from the use of the proceeds of the Grant upon failure by

the Delegated Management Partner to perform any of its obligations under the Delegated Management Contract; and

(viii) the right to receive from the Delegated Management Partner quarterly (or for any other period agreed upon by the World Bank) progress reports reflecting, *inter alia*, the activities performance indicators, and a final report upon completion of the activities.

F. Annual Work Plans

1. At all times during the execution of the Project, the Project Implementing Entity shall, no later than October 31 in each year, prepare and submit to the World Bank for its review and comments an annual work plan describing a set of activities to be carried out during the subsequent year, including a budget and implementation arrangements for said activities.

2. The Project Implementing Entity shall finalize the Annual Work Plans, taking into account the World Bank's comments thereon, and proceed thereafter to carry out such Annual Work Plans in a manner satisfactory to the World Bank.

G. Memorandum of Understanding

For the purpose of Component 4 of the Project, the Project Implementing Entity shall enter into, and thereafter maintain, a Memorandum of Understanding to be concluded among the Recipient's Ministries in charge of finance and environment and the Project Implementing Entity, under terms and conditions satisfactory to the World Bank described in Section I.C of Schedule 2 to the Grant Agreement and in more details in the Okapi Fund's Manual.

Section II. Project Monitoring, Reporting and Evaluation

A. 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 semester, and shall be furnished to the Recipient not later two weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Project Report.

2. The Project Implementing Entity shall provide to the Recipient not later than four months after the Closing Date, for incorporation in the report referred to in Section 4.08(c) of the General Conditions all such information as the Recipient or the World Bank shall reasonably request for the purposes of such Section.

B. Financial Management, Financial Reports and Audits

1. The Project Implementing Entity shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank and in accordance with the provisions of Section 2.07 of the Standard Conditions, both in a manner adequate to reflect the operations and financial condition of the Project Implementing Entity, including the operations, resources and expenditures related to the Project.

2. The Project Implementing Entity shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each quarter, covering the quarter, in form and substance satisfactory to the World Bank, for incorporation and forwarding by the Recipient to the World Bank of the overall interim unaudited financial reports for the Project.

3. The Project Implementing Entity shall have its financial statements for the Project audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank and in accordance with the provisions of Section 2.07 of the Standard Conditions. Each audit of these financial statements shall cover the period of one fiscal year of the Project Implementing Entity. The Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the World Bank not later than six months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the World Bank.

4. The Project Implementing Entity shall ensure that regular internal audits of the Project are carried out to include a review of compliance by the Project Implementing Entity, the Delegated Management Partners and the Okapi Fund (when established) with fiduciary procedures and regulations as well as a verification of expenditures including payments of works and acquisition of furniture and equipment.

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 Financing 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 Financing 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; and (c) Direct Contracting.

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;

(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) Selection based on Consultants' Qualifications; (b) Single-source Selection of consulting firms; (c) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (d) 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 V. Other Undertakings

1. The Project Implementing Entity shall consult with the World Bank on the rules pertaining to the use of Protected Areas and adjacent zones for lucrative purposes, commercial or others, and shall not grant any concession pertaining to the use of said zones under the Project without prior consultation with the World Bank

2. By January 30, 2017, or such other date as the World Bank shall agree upon, the Project Implementing Entity in coordination with the Recipient and the Okapi Fund once established shall: (i) carry out jointly with the World Bank, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the World Bank.