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**OFFICIAL
DOCUMENTS**

GRANT NUMBER: TF0A1023

**Ebola Recovery and Reconstruction Trust
Fund
Grant Agreement**

**(LABOR-INTENSIVE PUBLIC WORKS TO MITIGATE
EBOLA IMPACTS PROJECT)**

Between

REPUBLIC OF SIERRA LEONE

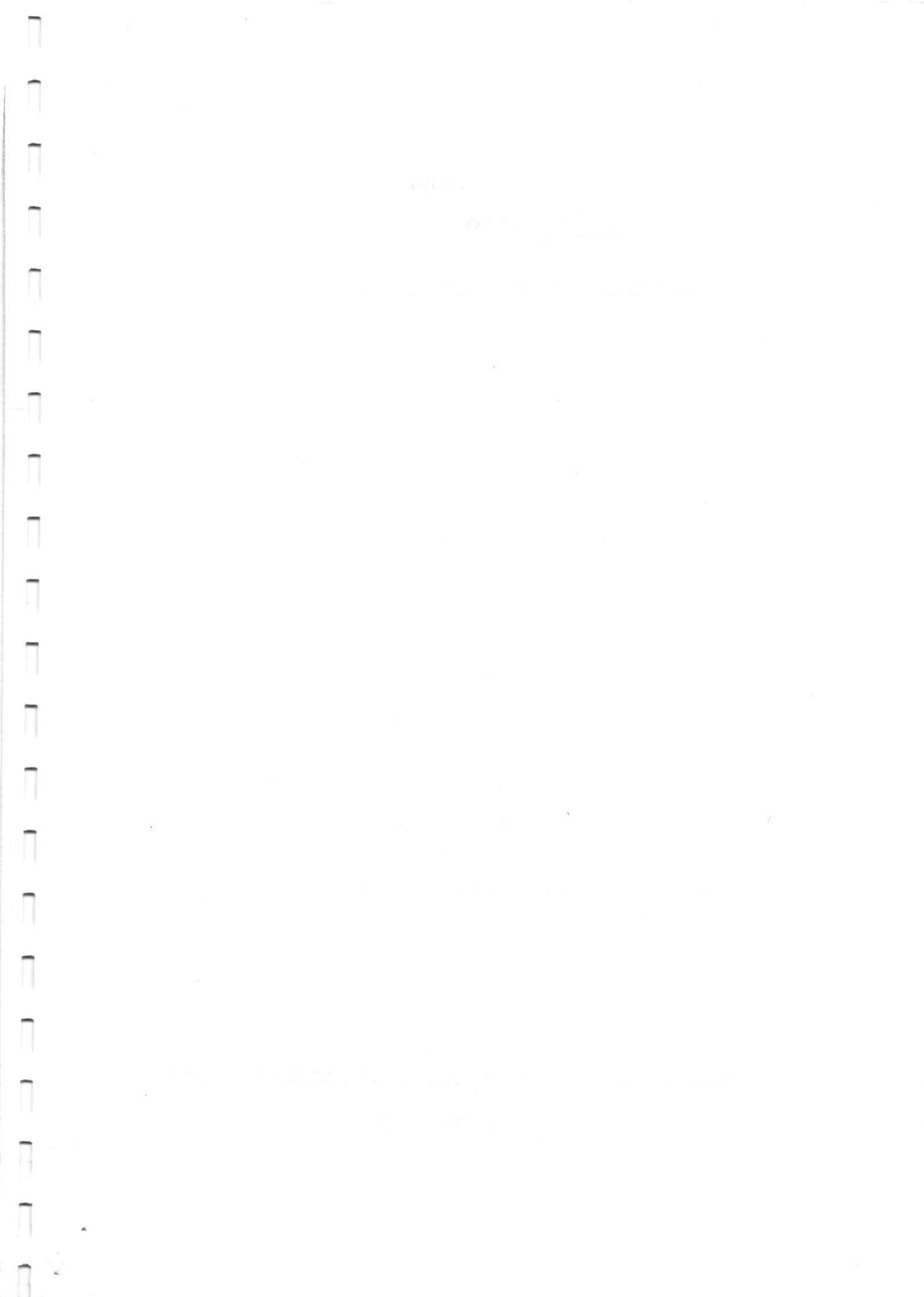
and

INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as Administrator of the Ebola Recovery and Reconstruction Trust Fund)

Dated September 18, 2015

PARLIAMENT LIBRARY
TOWER



Grant Number: TF0A1023

Ebola Recovery and Reconstruction Trust Fund

GRANT AGREEMENT

AGREEMENT dated September 18, 2015, entered into between REPUBLIC OF SIERRA LEONE ("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**

- 1.01. 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 Standard Conditions or in this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through the National Commission of Social Action ("NaCSA") 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 two million nine hundred and fifty thousand United States Dollars (\$2,950,000) ("Grant") to assist in financing the Project.



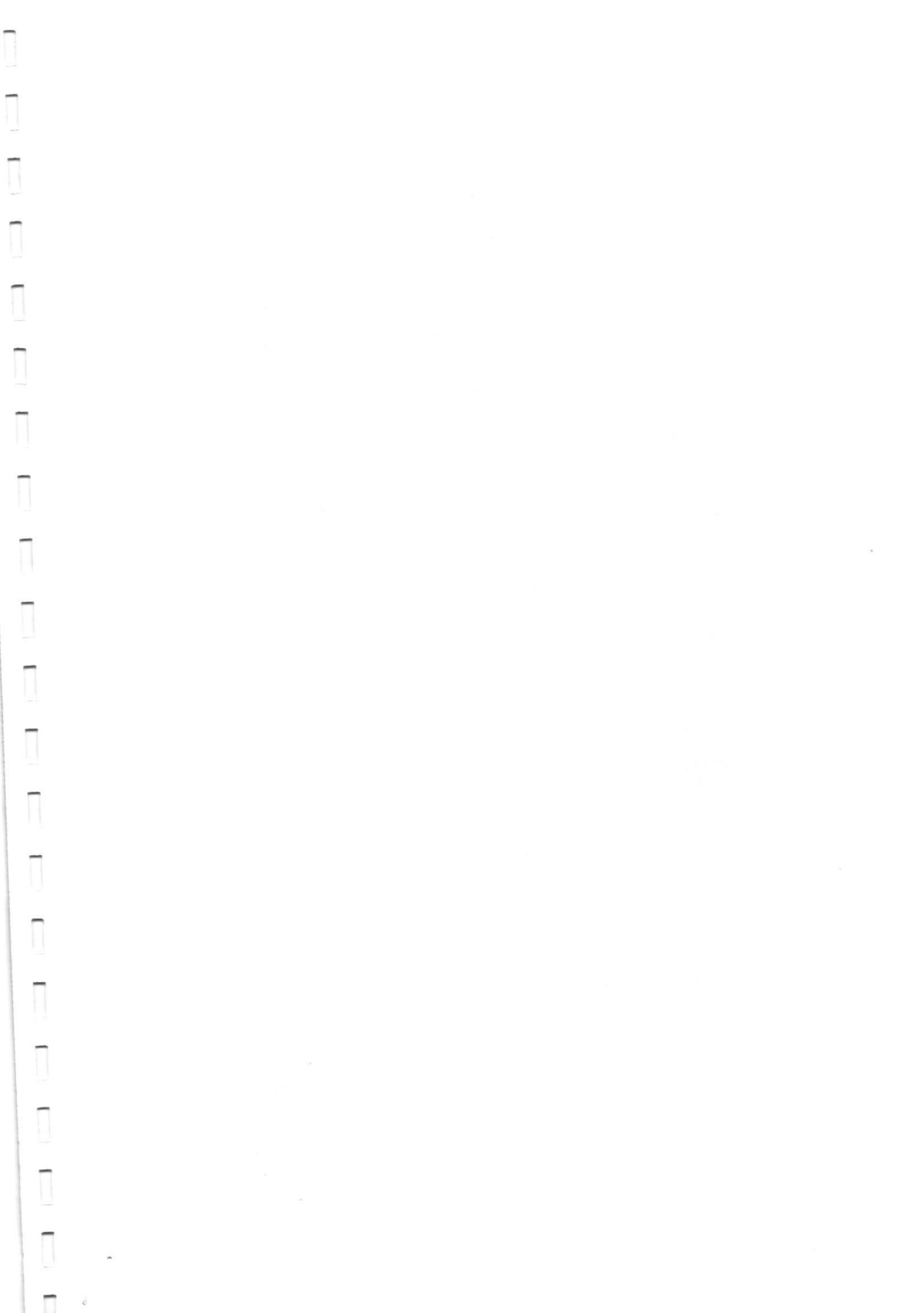
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 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
Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following, namely that:
- (a) the World Bank has determined after the Effective Date² referred to in Section 5.02 of this Agreement 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;
 - (b) the NaCSA Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of NaCSA to perform any of its obligations under the Project; and
 - (c) the Anti-Corruption Commission Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Anti-Corruption Commission to perform any of its obligations under the Project.
- 4.02. The Additional Events of Acceleration consists of the following:
- (a) that the event specified in paragraph 4.01(a) occurs and is continuing for a period of sixty (60) days after notice of the event has been made by the World Bank to the Recipient; and
 - (b) that the events specified in paragraphs 4.01(b) and (c) occur.

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 has



been satisfied, namely, that the Recipient has prepared and adopted the Operational Manual in accordance with Section I.B.1 of Schedule 2 to this Agreement.

- 5.02. 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.
- 5.03. 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 is its minister responsible for finance.

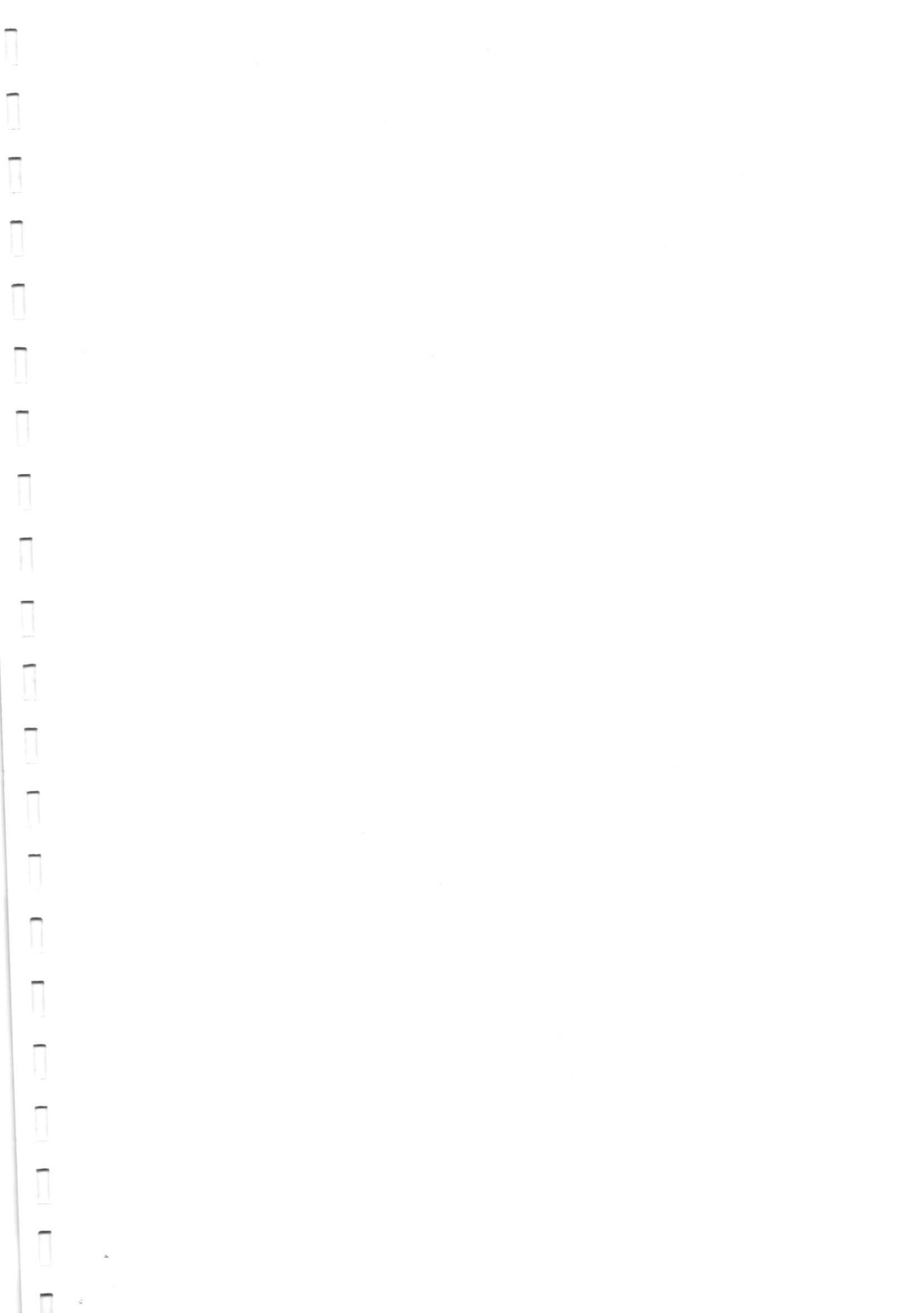
6.02. The Recipient's Address is:

Ministry of Finance and Economic Development
Treasury Building
George Street
Freetown, Sierra Leone
Facsimile: 232 22 229-060; 228 472

6.03. The Association's Address is:

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

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



AGREED at Washington D.C., United States of America, as of the day and year first above written.

REPUBLIC OF SIERRA LEONE

By



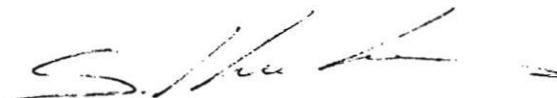
Authorized Representative

Name: Bockari Koste Stevens

Title: Ambassador

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

By



Authorized Representative

Name: Sergey V. Kulyk

Title: Acting Country Director
Sierra Leone



SCHEDULE 1

Project Description

The objective of the Project is to provide temporary employment to youth in poor households to help mitigate the socioeconomic impact of the EVD outbreak in Sierra Leone.

The Project consists of the following parts:

Part 1: Labor-intensive Public Works

Supporting implementation of a Public Works Program, consisting of specific labor-intensive public works' activities ("Subprojects") designed to create community assets and smooth consumption by Beneficiaries during lean seasons, through: (a) provision of Labor Payments to Beneficiaries for carrying out said Subprojects; and (b) provision of technical advisory services, works, operating costs, non-consulting services and acquisition of goods for the purpose.

Part 2: Systems Deployment

Supporting deployment of the basic national safety net system, in particular: (a) implementing the common targeting system through identification of geographical areas below the district level followed by community-based identification of Beneficiaries in selected areas; (b) updating the registry of Beneficiaries; (c) updating the integrated management information system (including, *inter alia*, tracking and verification of Beneficiaries carrying out of Subprojects and administration of associated Labor Payments); and (d) implementing related grievance redress mechanisms and anti-corruption measures.

Part 3: Project Management

- (a) Strengthening the capacity of NaCSA for day to day coordination, implementation and management (including, among others, fiduciary aspects, carrying out of audits, and reporting) of Project activities and results, all through the provision of Training, Operating Costs, technical advisory services, non-consulting services and acquisition of goods for the purpose.
- (b) Developing and implementing systems for monitoring and evaluation of Project activities and results.
- (c) Developing and implementing an information, education and communications strategy for the Project.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. NaCSA

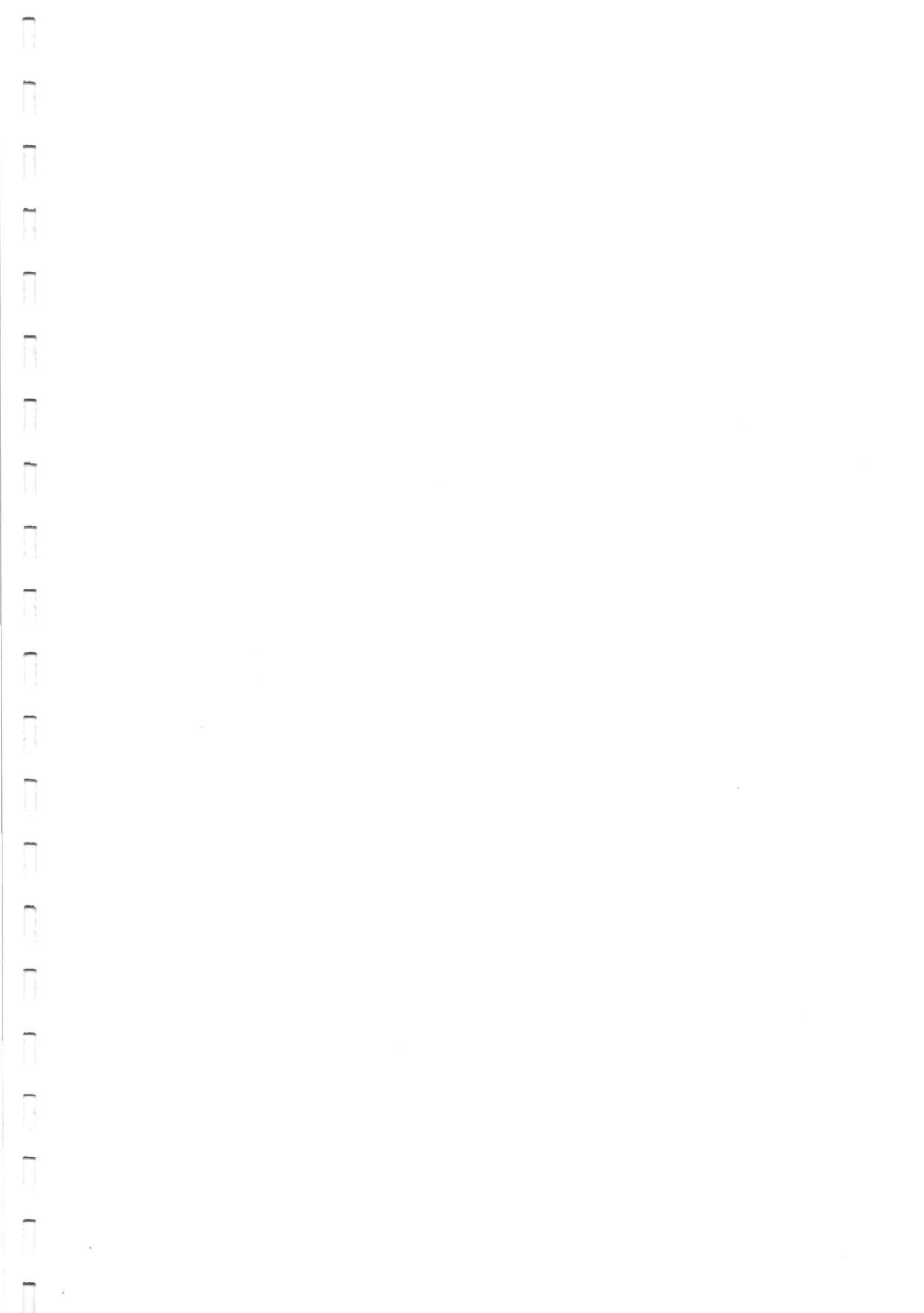
The Recipient shall designate, at all times during the implementation of the Project, NaCSA to be responsible for, *inter alia*, overseeing day to day coordination, implementation, reporting and communication of Project activities and results. To this end, the Recipient shall take all actions including the provision of funding, personnel (all with qualifications, experience and terms of reference satisfactory to the Association) and other resources satisfactory to the Association, to enable said NaCSA to perform said functions.

2. Community Oversight Committee

In order to facilitate the implementation of Subprojects under Part 1 of the Project, the Recipient, through NaCSA, shall establish and thereafter maintain, at all times during the implementation of the Project, a Community Oversight Committee ("COC") in each targeted community or targeted cluster of communities as the case may be, each with membership, functions and resources satisfactory to the Association, to be responsible for, *inter alia*: (a) facilitating identification and registration of Beneficiaries in accordance with Section I.C.1 of this Schedule 2; (b) monitoring compliance by said Beneficiaries' with the Public Works Program requirements and maintaining appropriate records; and (c) overseeing the day to day implementation and management of Subprojects at the community level, (including fiduciary aspects and recruitment of any skilled or semi-skilled labor). The COC shall carry out its functions in coordination with NaCSA as elaborated in the Operational Manual.

3. Payment Agent

Without limitation upon the provisions of paragraph 1 of this Section I.A, the Recipient, through NaCSA, shall appoint in accordance with the provisions of Section III of this Schedule 2 and thereafter maintain at all times during the implementation of the Project, a Payment Agent to be responsible for administering Labor Payments under Part 1(a) of the Project.



4. Anti-Corruption Commission

The Recipient shall designate, at all times during the implementation of the Project, the Anti-Corruption Commission, to facilitate, *inter alia*, day to day implementation, reporting and communication of activities under Part 2(d) of the Project. The Anti-Corruption Commission shall carry out its functions in coordination with NaCSA as elaborated in the Operational Manual.

B. Implementation Arrangements

1. Operational Manual

- (a) The Recipient shall prepare: (i) an operational manual, providing details of arrangements and procedures for the implementation of the Project, including: (A) capacity building activities for sustained achievement of the Project's objective; (B) procurement arrangements (including guidelines for community participation in procurement); (C) institutional administration, coordination and day-to-day execution of Project activities; (D) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; and (E) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; (ii) a financial management manual, setting forth the detailed policies and procedures for financial management and disbursement under the Project; and (iii) a Public Works Program annex, setting forth the detailed policies and procedures for said program.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said operational manual, and thereafter, shall adopt such Operational Manual, as shall have been approved by the Association ("Operational Manual").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Operational Manual; provided, however, that in case of any conflict between the provisions of the Operational Manual, and those of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall not amend or waive any provisions of the Operational Manual without the prior written agreement of the Association.

2. Annual Work Plan and Budget

- (a) The Recipient shall prepare and furnish to the Association not later than November 15 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities (including



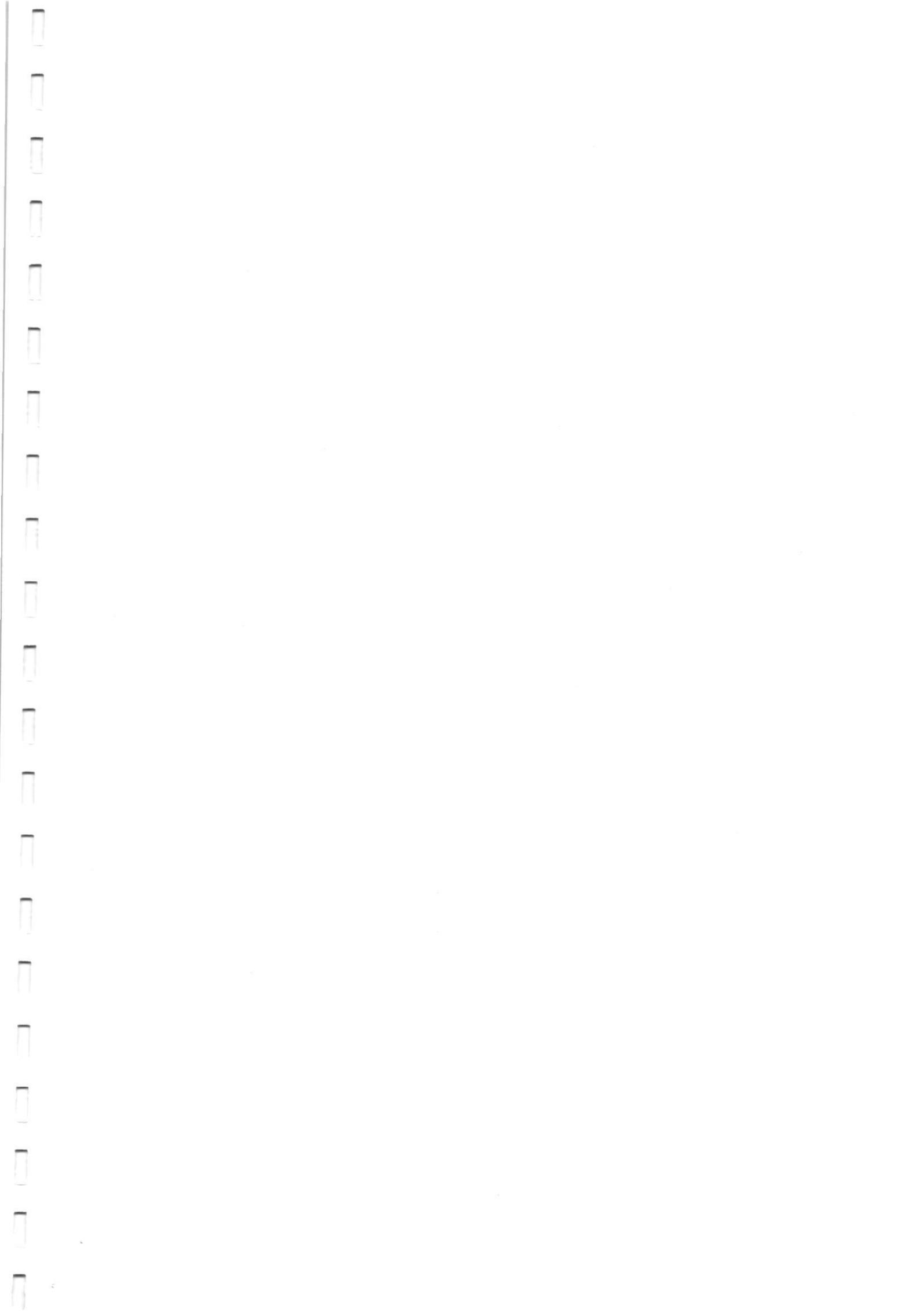
Subprojects) proposed to be included in the Project during the following Fiscal Year (including Safeguard Instruments applicable to said Subprojects), and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.

- (b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- (d) The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without the Association's prior approval in writing.

C. Public Works Program

1. Eligibility Criteria for Beneficiaries; Labor Payments

- (a) No proposed Beneficiary under the Public Works Program shall be eligible to receive a Labor Payment under said Public Works Program, unless the Recipient shall have determined, on the basis of an appraisal conducted in accordance with guidelines acceptable to the Association and elaborated in the Operational Manual, that the Beneficiary satisfies the following requirements, and such further requirements as are elaborated in said Operational Manual, namely, that the Beneficiary: (i) has been pre-selected on the basis of a targeting system consisting of, *inter alia*: (A) a geographical targeting mechanism which has identified the communities eligible to participate in the Public Works Program; and (B) a community targeting mechanism which has identified extremely poor or vulnerable households in said communities; and (ii) is enrolled in a registry of Beneficiaries.
- (b) The Recipient shall monitor and evaluate the implementation of the Subprojects, so as to ensure that Labor Payments are made exclusively to Beneficiaries for productive purposes consistent with the objective of the Project.



2. Subprojects under Part 1 of the Project; Public Works Program Grants

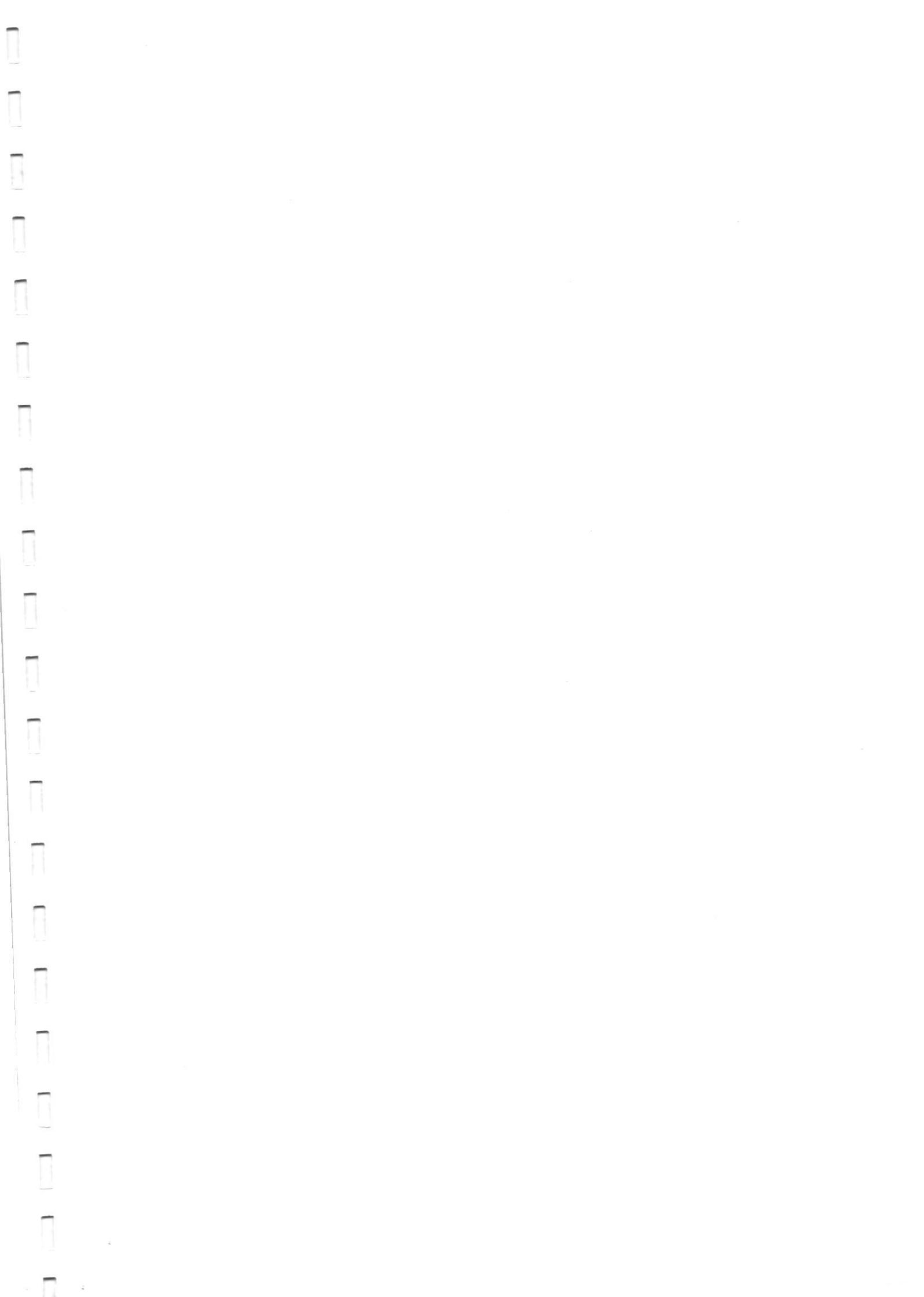
(a) Procedures and Eligibility Criteria

No Subproject under Part 1 of the Project shall be eligible for financing under a PWP Grant, unless:

- (i) the Recipient shall have determined, on the basis of an appraisal conducted in accordance with guidelines acceptable to the Association, and elaborated in the Operational Manual:
 - (A) that each Subproject satisfies the following requirements, and such further requirements as are elaborated in said Operational Manual:
 - (aa) the Subproject consists of labor-intensive activities to be carried out during the period of one Fiscal Year in various sectors, including, agriculture and improvement of small rural access roads;
 - (bb) if a Safeguard Instrument is required for the Subproject, said Safeguard Instrument is prepared in accordance with the appropriate Safeguard Framework; and
 - (cc) the Subproject is included in the Annual Work Plan and Budget; and
 - (B) that for each approved Subproject, a Community Oversight Committee ("COC") has been established and operationalized in accordance with Section I.A.2 of this Schedule 2.

3. Terms and Conditions of PWP Grants; Memorandum of Understanding

- (a) To facilitate the implementation of Subprojects under Part 1 of the Project, the Recipient, through NaCSA, shall make each PWP Grant for each Subproject to a Community Oversight Committee, under a memorandum of understanding ("MOU") with the Community Oversight Committee, on terms and conditions approved by the Association, which shall include the following:
 - (i) the PWP Grant shall be made on a non-reimbursable grant basis;



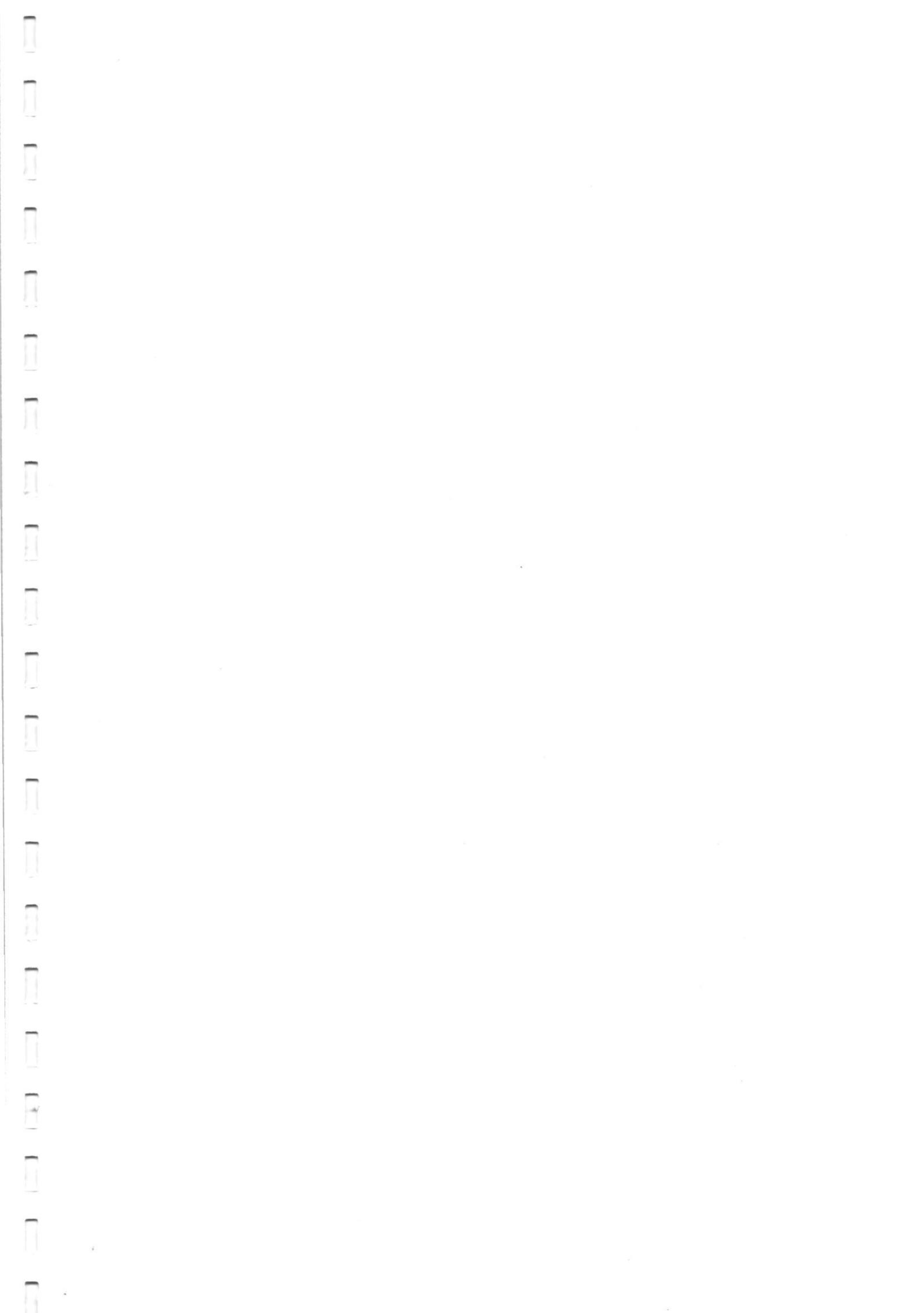
- (ii) the Community Oversight Committee shall undertake: (A) to carry out the Subproject with due diligence and efficiency and in accordance with sound technical, financial, managerial and environmental standards and practices, including in accordance with the provisions of the Anti-Corruption Guidelines, the Safeguard Frameworks and any Safeguard Instruments required for the Subproject; (B) provide, promptly as needed the resources required for these purposes; and (C) maintain adequate records;
- (iii) the Community Oversight Committee shall ensure that the goods, works, non-consulting services and services to be financed out of the proceeds of the PWP Grant shall be procured in accordance with the provisions of Section III of this Schedule and used exclusively in carrying out the Subproject;
- (iv) The Community Oversight Committee shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives;
- (v) The Community Oversight Committee shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject;
- (vi) The Recipient shall have the right to inspect by itself, or jointly with the Association, if the Association shall so request, the goods, works, sites, and plants included in the Subproject, the operations thereof, and any relevant records and documents;
- (vii) The Community Oversight Committee shall prepare and furnish to the Recipient and the Association, all such information as the Association shall reasonably request, relating to the implementation of the Subproject, and the performance by the Community Oversight Committee of its obligations under the MOU;
- (viii) The Recipient may suspend or terminate the right of the Community Oversight Committee to use or administer the proceeds of the PWP Grant upon failure by the Community Oversight Committee to perform its obligations under the MOU; and



- (ix) The Community Oversight Committee shall promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of its Subproject, or the performance by it of its obligations under the MOU.
- (b) The Recipient, through NaCSA, shall make Labor Payments directly to Beneficiaries for work performed by them under an approved Subproject, based on information prepared in accordance with guidelines acceptable to the Association and provided by the Community Oversight Committee to the Recipient.
- (c) The Recipient, through NaCSA, shall carry out its obligations and exercise its rights under each MOU, in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing, and, except as the Association shall otherwise agree in writing, the Recipient, through NaCSA shall not assign, amend, abrogate or waive any MOU or any provision thereof.

D. Safeguards Frameworks; Safeguards Instruments

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguard Frameworks and Safeguard Instruments. To this end, the Recipient shall ensure that the following actions are taken in a manner acceptable to the Association:
 - (a) if any Project activity would, pursuant to the Environmental and Social Management Framework ("ESMF"): (i) require the carrying out of an Environmental and Social Impact Assessment ("ESIA"), the Recipient shall ensure that an ESIA for such activity is: (A) carried out, in accordance with the requirements of the ESMF and furnished to the Association for review and approval; and (B) disclosed as required by the ESMF and approved by the Association; and (ii) require the preparation of an Environmental and Social Management Plan ("ESMP"), such ESMP is prepared in accordance with the ESMF and furnished to the Association for review and approval, and is disclosed as required by the ESMF and approved by the Association; and
 - (b) if a Resettlement Action Plan ("RAP") would be required for any Project activity on the basis of the Resettlement Policy Framework ("RPF"): (i) said RAP shall be prepared in accordance with the requirements of the RPF, furnished to the Association for review and approval, and disclosed as required by the RPF and approved by the Association; and (ii) no works under said activity shall be commenced until all measures required to be taken under said RAP prior to the initiation of said works have been undertaken.



2. Without limitation upon its other reporting obligations under this agreement and under Section 2.06 of the Standard Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the Safeguard Frameworks and Safeguard Instruments, giving details of: (a) measures taken in furtherance of such Safeguard Frameworks and Safeguard Instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Frameworks and Safeguard Instruments; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Frameworks and Safeguard Instruments.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the 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.

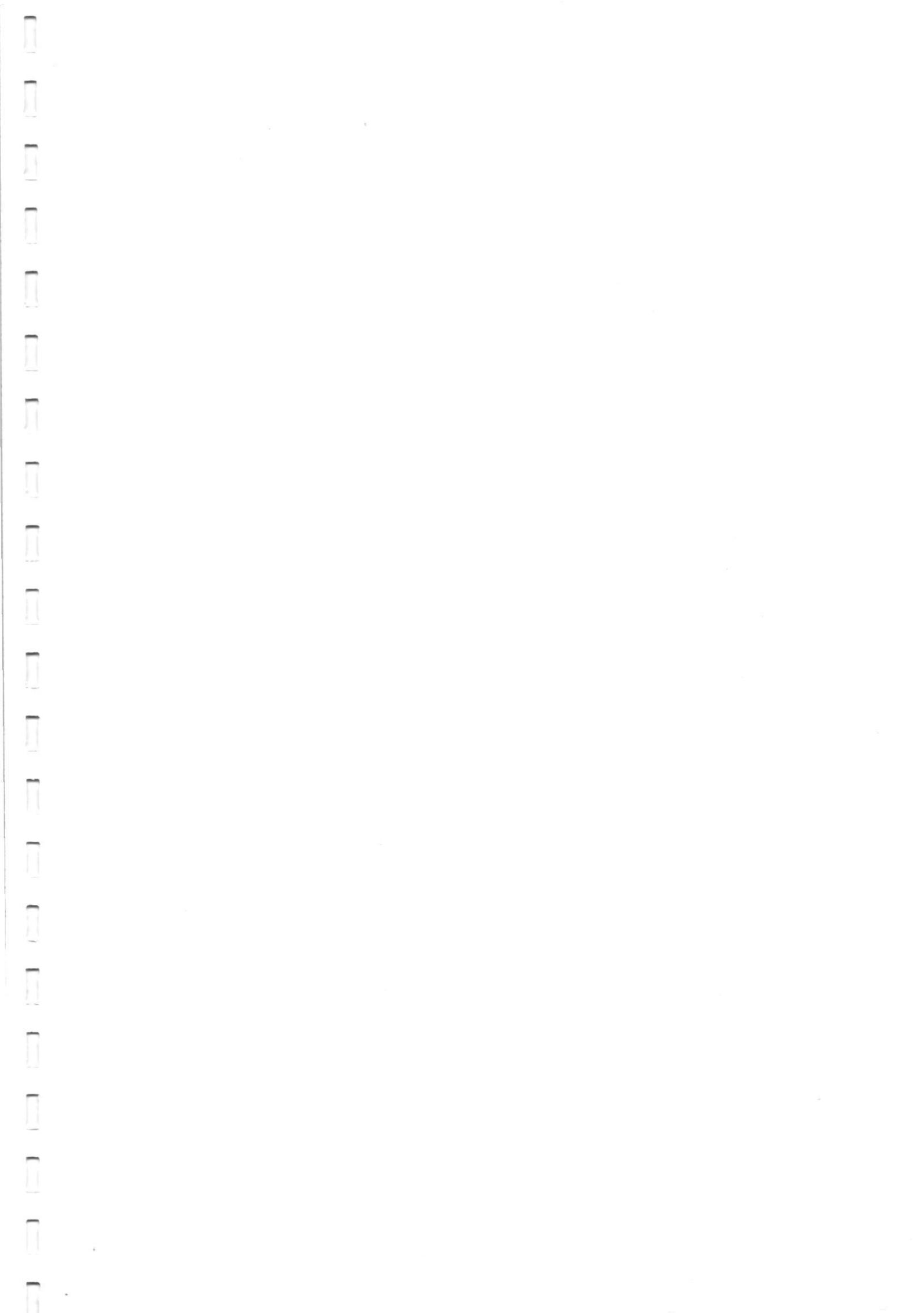
Section II. Project Monitoring, Reporting and Evaluation

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 acceptable to the World Bank. Each Project Report shall cover the period of one (1) 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 (6) 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.

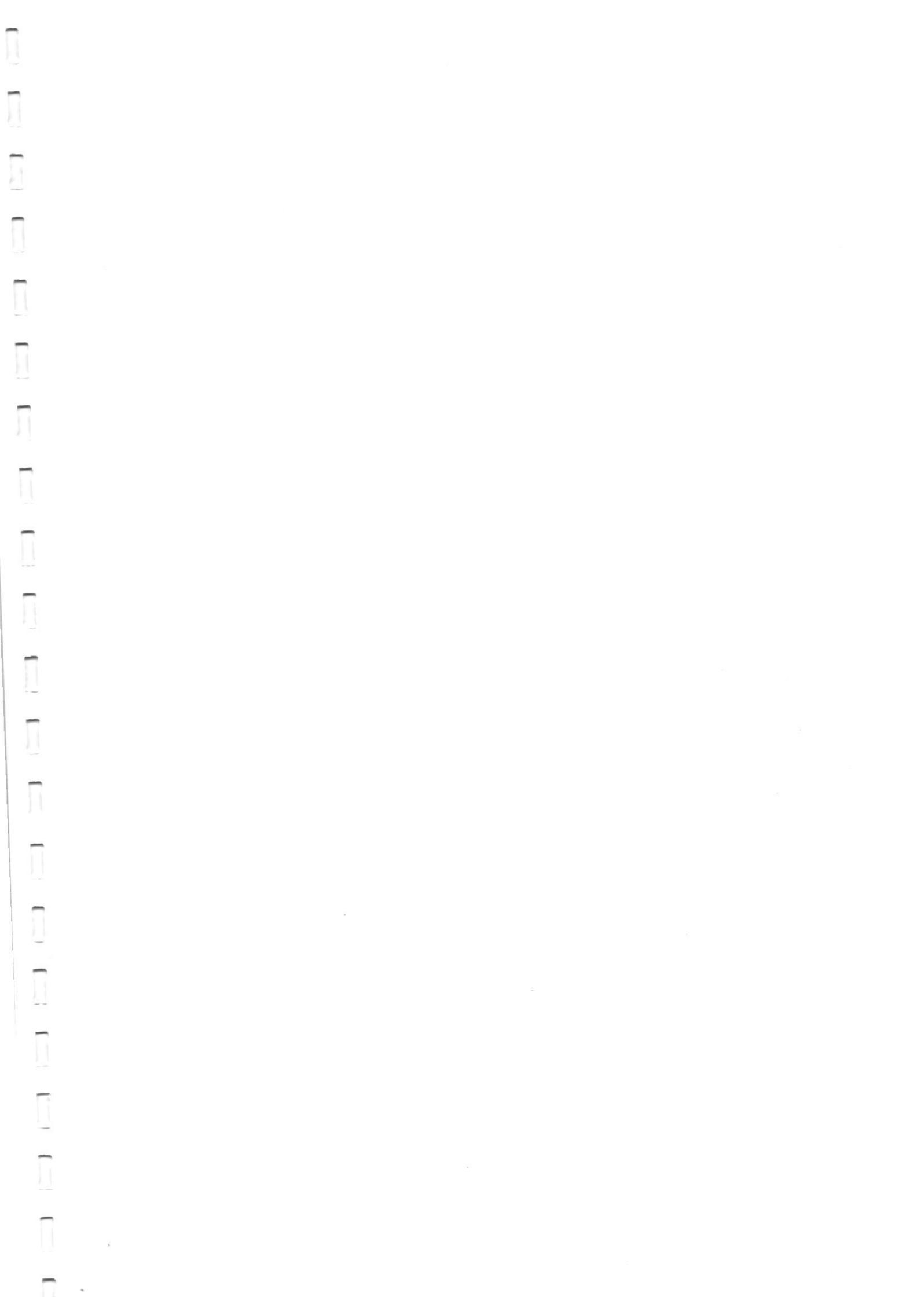


2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient 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 (1) 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.

Section III. Procurement

A. General

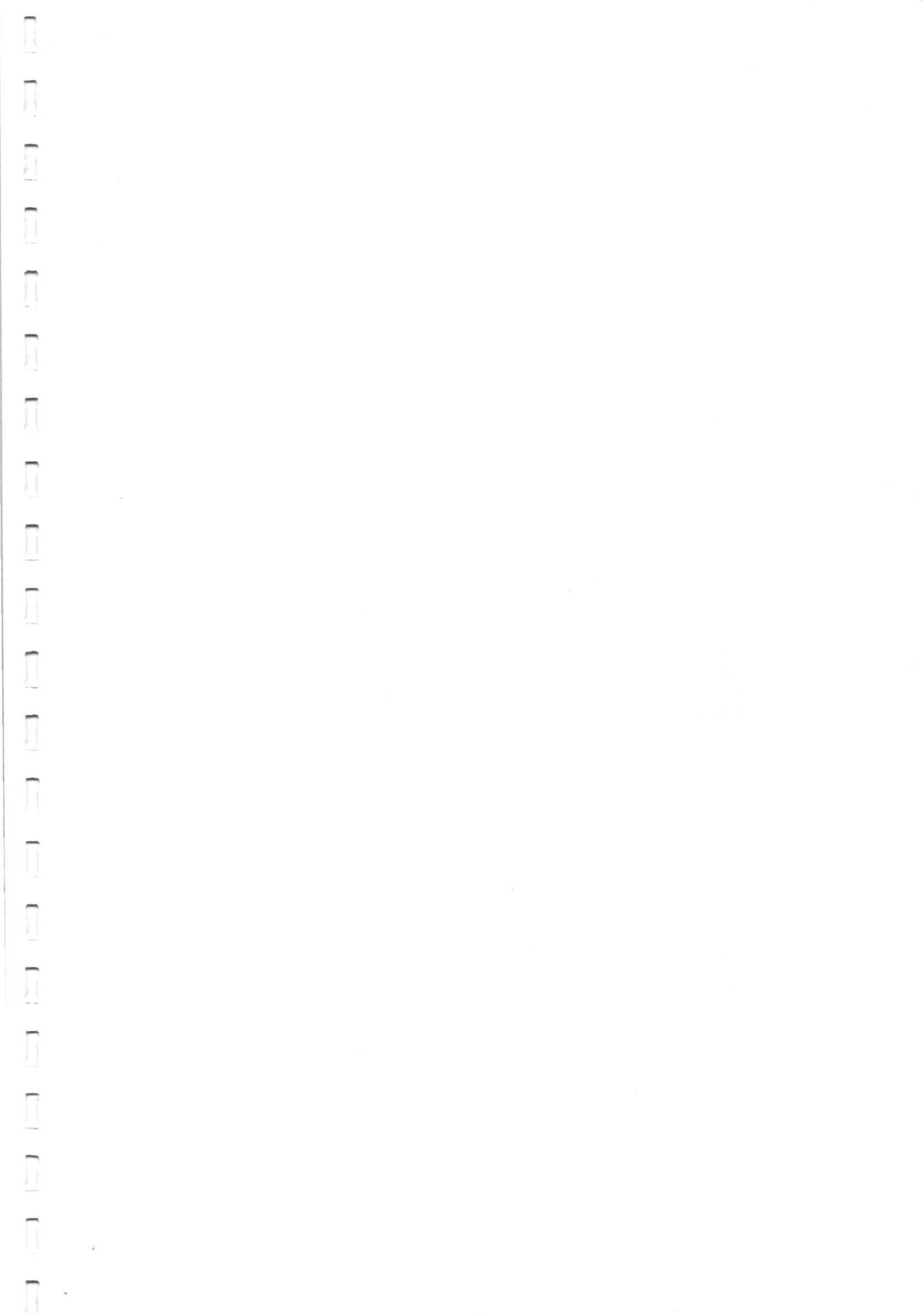
1. **Procurement and Consultant Guidelines.** All goods, works, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the Procurement 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 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.
- #### **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 in paragraph 3 immediately below*; (b) Limited International 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 Agency; (h) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; and (i) Community Participation procedures which have been found acceptable to the World Bank.

3. **Exceptions to National Competitive Bidding ("NCB") Procedures.** The procedures to be followed for NCB shall be those set forth in the Recipient's Public Procurement Act ("the Act"), provided, however, that said procedures shall be subject to the provisions of Section I and paragraphs 3.3 and 3.4, respectively, of the Procurement Guidelines, and subject to the following additional procedures (i.e. exceptions to the Act):

- (A) Bidding documents acceptable to the World Bank shall be used;
- (B) Eligibility to participate in a procurement process and to be awarded a World Bank-financed contract shall be as defined under Section I of the Procurement Guidelines. Accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process;
- (C) Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids;
- (D) No margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation;
- (E) Joint venture or consortium partners shall be jointly and severally liable for their obligations;
- (F) Bidders shall be given at least fifteen (15) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be submitted in

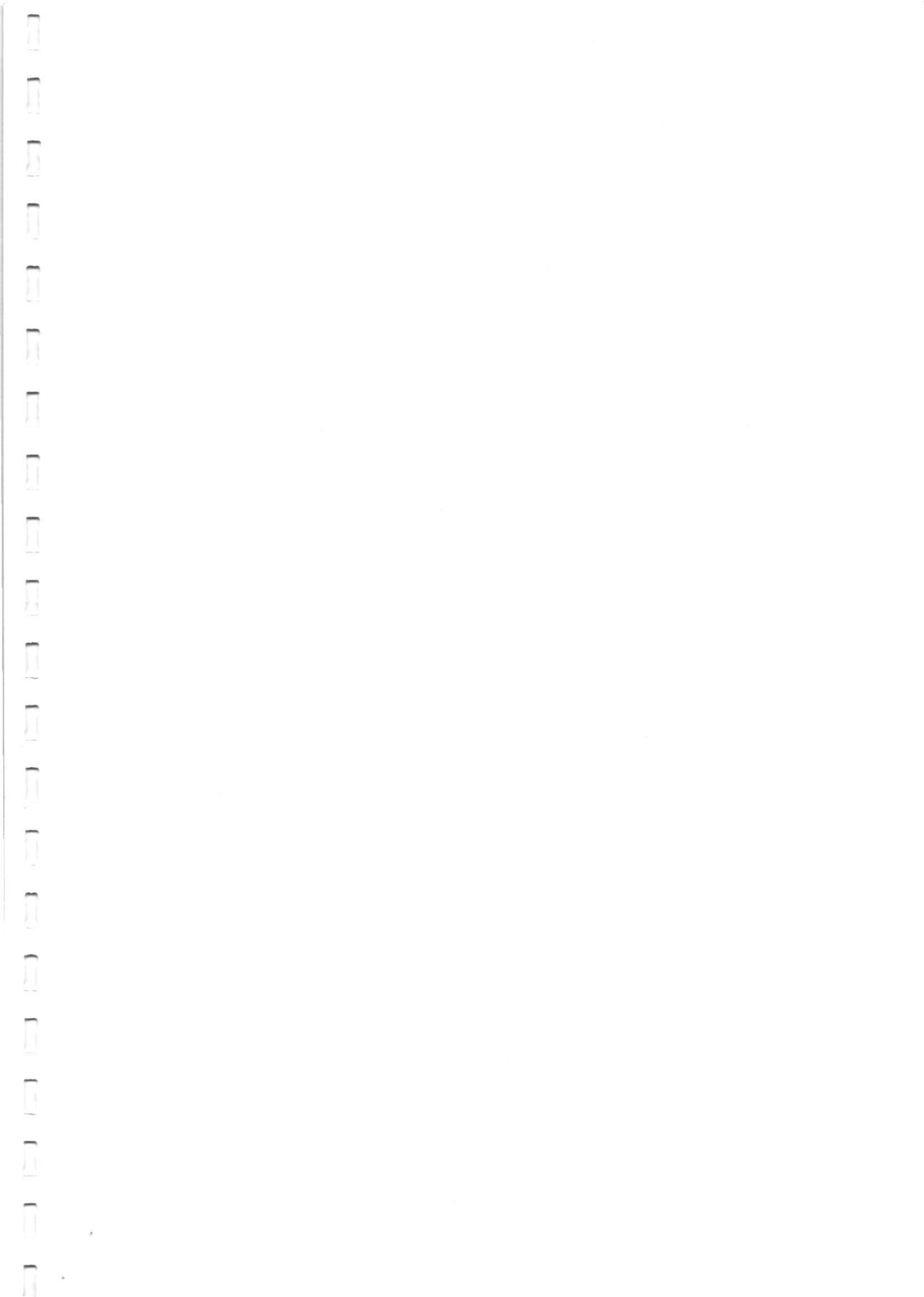


a single envelope. An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written concurrence of the World Bank;

- (G) All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank's prior written concurrence;
- (H) Qualification criteria shall be applied on a pass or fail basis;
- (I) Bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities;
- (J) 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; and
- (K) 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 submission of bids and contract performance.

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 consultants under Indefinite Delivery Contract or Price Agreement; (h) Selection of Individual Consultants; and (i) Single-source procedures for the Selection of Individual Consultants.



D. Review by the World Bank of Procurement Decisions

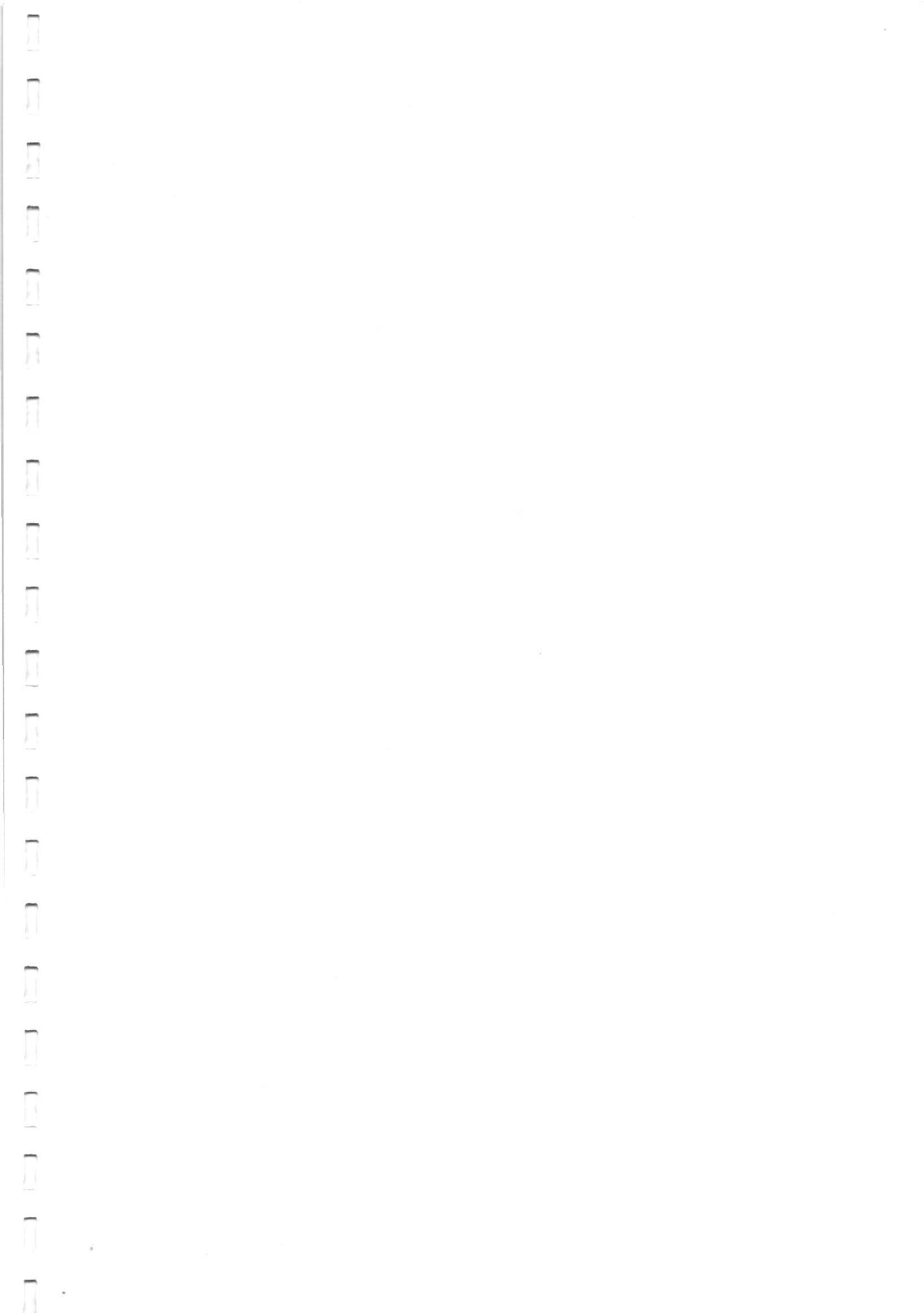
The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

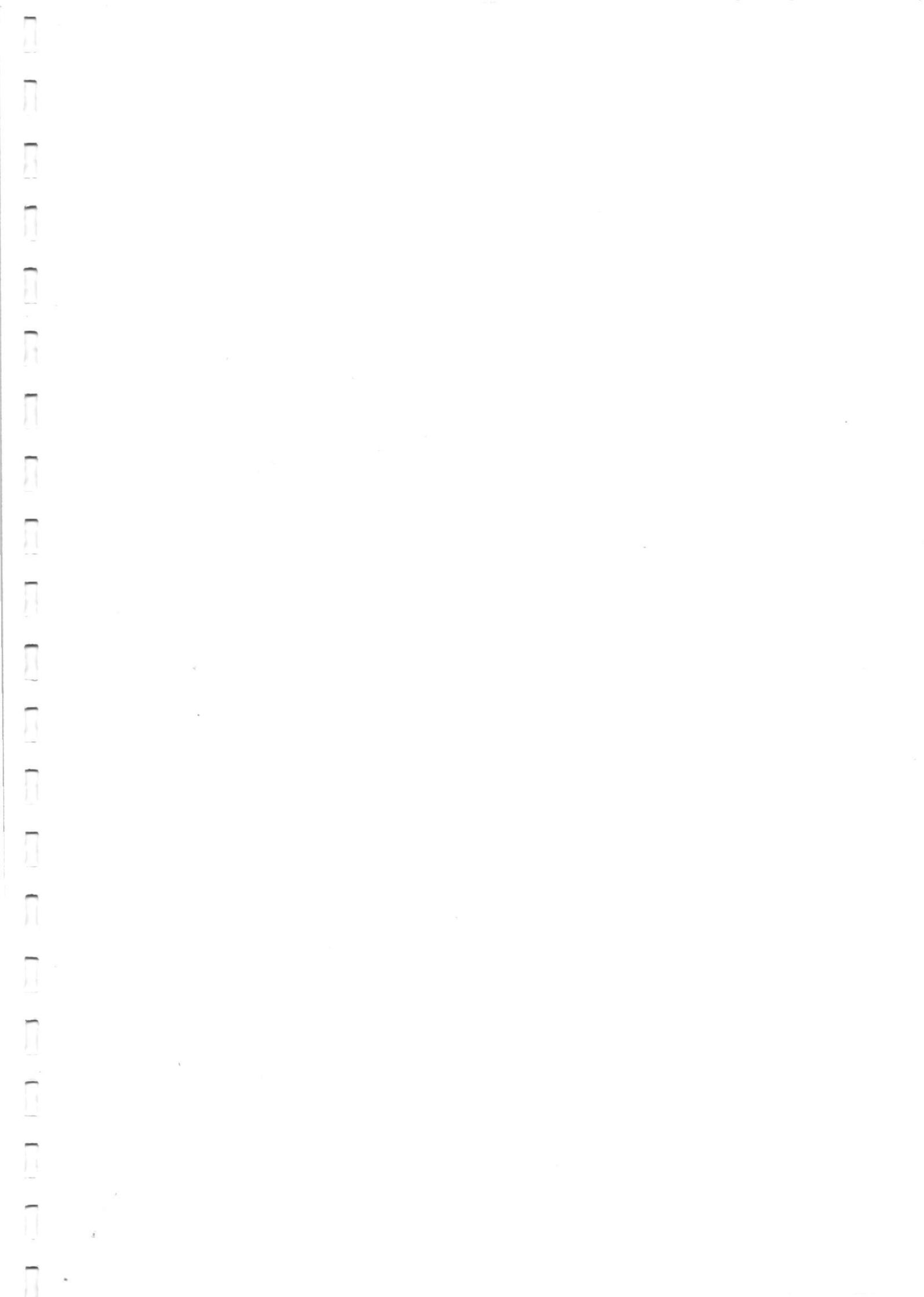
1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines 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:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Labor Payments for Part 1(a) of the Project	1,380,000	100%
(2) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Subprojects for Part 1(b) of the Project	920,000	100%
(3) Goods, non-consulting services, consultants' services, Training and Operating Costs for Parts 2 and 3 of the Project	650,000	100%
TOTAL AMOUNT	2,950,000	



B. Withdrawal Conditions; Withdrawal Period

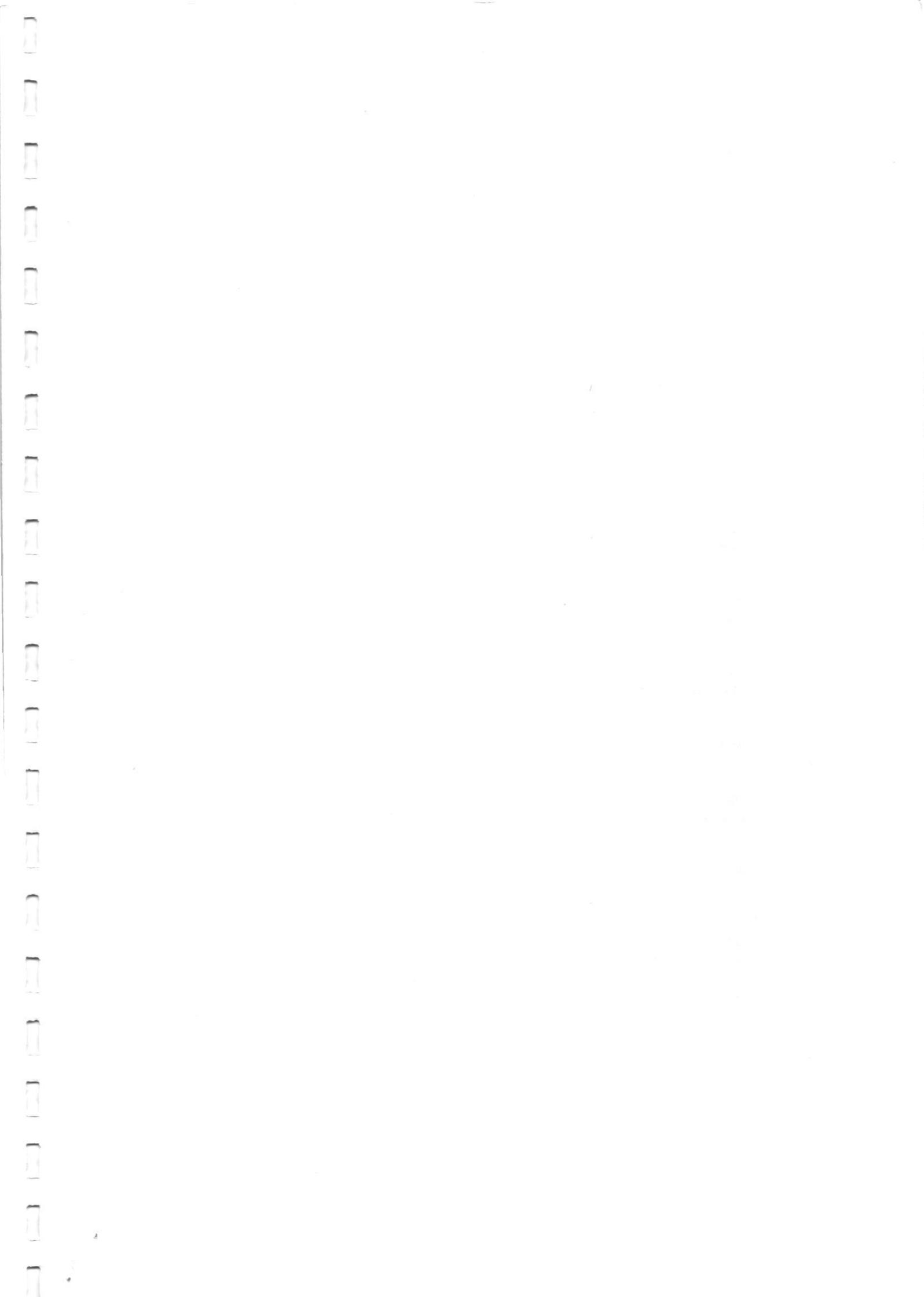
1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$1,180,000 equivalent may be made for payments made prior to this date but on or after May 01, 2015, for Eligible Expenditures; or
 - (b) under Category 1, unless and until the Recipient has appointed the Payment Agent in accordance with Section I.A.3 of this Schedule 2.
2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is September 30, 2016.



APPENDIX

Definitions

1. "Affected Persons" means persons who, on account of the execution of the Project would suffer direct economic and social impacts resulting in: (a) relocation or loss of shelter; (b) loss of assets or access to assets; (c) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; and (d) adverse impacts on the livelihoods of the affected persons.
2. "Annual Work Plan and Budget" means the program of activities together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.B.2 of Schedule 2 to this Agreement.
3. "Anti-Corruption Commission" means the Recipient's commission established and operating pursuant to the Anti-Corruption Act of 2008, of the laws of the Recipient, as amended from time to time.
4. "Anti-Corruption Commission Legislation" means the Anti-Corruption Act of 2008, of the laws of the Recipient, as amended from time to time.
5. "Anti-Corruption Guidelines" means 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.
6. "Beneficiary" means a household which is eligible to participate in the Public Works Program and is duly registered for the purpose; and "Beneficiaries" means, collectively, two or more such households.
7. "Community Oversight Committee" means the Recipient's committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
8. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers", dated January 2011 and revised in July 2014.
9. "Environmental and Social Impact Assessment" or "ESIA" means, with respect to each activity under the Project pursuant to which the ESMF requires an environmental and social impact assessment, such assessment, carried out in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.
10. "Environmental and Social Management Framework" or "ESMF" means the framework of the Recipient disclosed in-country on July 30, 2015 and at the Association's InfoShop on August 14, 2015, setting forth the modalities for environmental screening and procedures for the preparation and implementation of environmental assessments and management plans under the Project, and such term



includes all schedules and annexes to the ESMF, as the same may be amended from time to time with the written agreement of the Association.

11. "Environmental and Social Management Plan" or "ESMP" means a plan prepared by the Recipient in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.
12. "Fiscal Year" means the fiscal year of the Recipient commencing on January 1 and ending on December 31 of the same year.
13. "Labor Payments" means the wages to be made to one or more Beneficiaries for carrying out of Subprojects under the Public Works Program and referred to in Part 1(a) of Schedule 1 to this Agreement.
14. "Memorandum of Understanding" or "MOU" means each memorandum between the Recipient and a Community Oversight Committee providing for a PWP Grant in accordance with Section I.C.3 of Schedule 2 to this Agreement.
15. "National Commission of Social Action" or "NaCSA" means the Recipient's National Commission for Social Action established and operating pursuant to the National Commission for Social Action Act Number 13 of 2001, of the laws of the Recipient, and any successor thereto.
16. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Association pursuant to the provisions of Section I.B.2 of Schedule 2 to this Agreement, and consisting of expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, and salaries of Project staff, but excluding the salaries of the Recipient's civil service, meeting and other sitting allowances and honoraria to said Project staff.
17. "Operational Manual" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
18. "Payment Agent" means a competitively selected financial institution which is duly established and operating under the Recipient's laws and regulations, for the purpose of making Labor Payments to Beneficiaries under the Public Works Program.
19. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers", dated January 2011 and revised in July 2014.



20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated July 22, 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.
21. "Public Works Program" means the program to be implemented under Part 1 of the Project.
22. "Public Works Program Grant" or "PWP Grant" means a grant made or proposed to be made to a Community Oversight Committee by the Recipient out of the proceeds of the Financing to assist in financing a Subproject.
23. "Resettlement Action Plan" or "RAP" means a resettlement plan, prepared and implemented in accordance with the RPF and the provisions of Section I.D of Schedule 2 to this Agreement.
24. "RPF" means the Resettlement Policy Framework of the Recipient disclosed in-country on June 29, 2015, and in the Association's InfoShop on August 14, 2015, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the written agreement of the Association.
25. "Safeguards Framework" means, the ESMF or RPF, as the context may require; and "Safeguards Frameworks" means, collectively, two or more such frameworks.
26. "Safeguards Instrument" means, an ESIA, ESMP or a RAP for a Project activity; and "Safeguards Instruments" means, collectively, two or more such instruments.
27. "Subprojects" means a specific development activity or project to be carried out by a Community Oversight Committee under the Public Works Program, utilizing the proceeds of a PWP Grant.
28. "Training" means the costs associated with training, workshops and study tours provided under the Project, based on the Annual Work Plan and Budget approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement, consisting of reasonable expenditures (other than expenditures for consultants' services) for: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.

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