PROJECT REPORT

FRAGILE STATES FACILITY

(GRANT SUPPORT FOR THE SECONDMENT PROGRAM FOR SERVICES OF A PROCUREMENT SPECIALIST TRANSPORT ENGINEER TO SUPPORT THE MINISTRY OF PUBLIC WORKS)

REPUBLIC OF LIBERIA
**Purposes, Terms and Conditions of the Grant**

1. **Purposes and Activities**

   This Grant is issued from the Targeted Support Window (Pillar III) of the Fragile States Facility to the Recipient for the purposes of providing Technical Assistance and Capacity Building support for the Ministry of Public Works. The activities for which the Grant was given are as follows:

   - To provide technical assistance to the Ministry of Public Works in expediting the technical design and procurement activities while implementing Labour based Public Works Project.
   - To provide specific hands on training, coaching and mentoring to the Ministry of Public Works and special implementation Unit staff in carrying out quality technical design and procurement reviews.

2. **Implementation**

   2.1 The Recipient shall:

   (a) Carry out the activities with due diligence and efficiency;
   (b) Promptly provide the funds, facilities, services and other resources required for that purpose;
   (c) Furnish all the information covering all the activities and the use of the proceeds of the Grant as the Bank shall reasonably request;
   (d) From time to time exchange views with the Bank's representatives on the progress and results of the activities through supervision missions, continued field office dialogue and submission of quarterly technical and financial reports;
   (e) take all necessary measures required to enable the Bank to visit the territory of Liberia for purposes related to the Grant;
   (f) cause all goods and services financed out of the proceeds of the Grant to be used exclusively for the purposes of the Project;

   Without limitation to the foregoing, the Recipient shall if the Bank so request, prepare and furnish to the bank upon completion of the activities a project completion report in form and substance satisfactory to the Bank, on the results and impact of the activities on or before 31st December 2014 or upon disbursement of ninety-eight percent (98%) of the Grant.
2.2 The Executing Agency for the Project shall be the Ministry of Public Works, (MoPW).

3. **Entry into Force**

3.1 The Project shall enter into force upon signature of the Agreement by the parties hereto.

4. **Disbursement of Grant Proceeds**

4.1 The obligation of the Bank to disburse the Grant shall be conditional upon the entry into force of the Agreement.

4.2 Amount disbursed on account of the Letter of Agreement shall be applied by the Recipient solely for the purpose for which they were disbursed.

4.3 The Recipient shall ensure:

   (a) that all disbursements under the Grant are made in accordance with the Bank rules and procedures of disbursement;

   (b) all contracts and disbursements shall be denominated in either USD or EURO and that any disbursement requests in any other currency shall not be disbursed;

   (c) in accordance with the General Conditions of the African Development Fund section 4.06, the Recipient shall provide to the Bank with evidence of the authority of the person or persons authorized to sign requests for the disbursement and authenticated specimen signatures of any such persons

4.4 **Particular Undertaking.** Under this Agreement, the Recipient undertakes as follows:

   (a) To submit technical and financial reports on a quarterly basis in form and substance acceptable to the bank on the implementation of the Project

   (b) To submit a final report in form and substance acceptable to the Bank at the end of the Project; and

   (c) Carry out the Project and ensure that its consultants carry out the Project in accordance with every relevant national legislation.

5. **Procurement**
5.1 All contract for consultancy services required for the Project and to be financed out of the proceeds of the Grant shall be awarded in accordance with the *African Development Bank Rules and Procedures for the Use of Consultants as adopted in May 2008 and amended from time to time*. Individual Consultants shall be selected through comparison of the qualifications of at least three candidates among those who have expressed interest in the assignment or have been approached directly by the Recipient.

5.2 The Recipient shall not use the Grant funds for the payment of taxes relating to goods and services required for the execution of the Project.

6. **Audit**

6.1 The recipient shall ensure that the account of the Project are audited as part of the Labour Based Public Works Project in accordance with generally accepted rules, by independence auditors that meet the Bank’s requirements. Certified copies of the audit report should be submitted to the Bank no later than six months after the financial year to which they relate.

6.2 The Auditor is required, among other things, to;

(a) Review the activities of the Special Account associated with the Project;

(b) Audit all statements of expenditures used as a basis for the submission of withdrawal applications to the Bank by the Project;

(c) Determine the legibility of expenditures in accordance with the Letter of Agreement and identify any ineligible expenditure;

(d) Review the internal financial control mechanisms to identify deficiencies and weaknesses which could affect the efficiency of the Project;

(e) Form the opinion on the compliance with the Bank Group Policies; and

(f) Form an opinion on the quality and reliability of the financial statements
7. **Monitoring**

7.1 The Recipient shall monitor the implementation of the Project and shall allow representatives of the Bank to examine such reports and other documents relating to the Project whenever requested.

8. **Closing Date**

8.1 The closing date of the Grant is 31 May 2014 or such later date as shall be agreed upon in writing between the Recipient and the Bank. No withdrawals of the Grant shall be made after the Closing Date, and any amount of the Grant then remaining un-withdrawn shall be cancelled.