

#### 4. 討議議事録(M/D)

##### 4-1 概略設計現地調査

**MINUTES OF DISCUSSIONS  
ON  
PREPARATORY SURVEY ON  
THE PROJECT FOR  
CONSTRUCTION OF SECONDARY SCHOOLS  
IN MOZAMBIQUE**

Based on the results of the Preliminary Study, the Government of Japan decided to conduct a Preparatory Survey (Outline Design) on Project for construction of Secondary Schools (hereinafter referred to as "the Project" ) and entrusted the Survey to the Japan International Cooperation Agency (hereinafter referred to as "JICA").

JICA has sent Mozambique the Preparatory Survey Team (hereinafter referred to as "the Team"), which is headed by Mr. Masami SHUKUNOBE, Resident Representative, JICA Mozambique Office, and is scheduled to stay in Mozambique from 3<sup>rd</sup> February 2009 to 4<sup>th</sup> March 2009.

The Team held discussions with the officials concerned of the Mozambique Side and conducted field survey.

In the course of discussions and field survey, both parties confirmed the main items described on the attached sheets. The Team will proceed to further works and prepare the Preparatory Survey Report.

Maputo,  
February 19, 2009



**Mr. Masami SHUKUNOBE**

Resident Representative,  
Mozambique Office  
Japan International Cooperation Agency



**Ms. Maria Albertina da Conceição Bila**

Permanent Secretary  
Ministry of Education and Culture  
Republic of Mozambique

## ATTACHMENT

### 1. Objectives of the Project

The objective of the Project is to increase accessibility to secondary education by constructing new secondary schools.

### 2. Project Sites

The Sites of the Project are Maputo City, Maputo Province and Gaza Province.

### 3. Responsible and Implementing Organization

The responsible and implementing organization of the Project is the Ministry of Education and Culture. The organization chart of implementing organization is shown in ANNEX 1.

### 4. Items Requested by the Government of Mozambique

After discussions with the Team, the items described in ANNEX 2 were requested by the Mozambique side with their priorities.

JICA will assess the appropriateness of the request and will recommend to the Government of Japan for its approval.

### 5. Japan's Grant Aid Scheme

5-1. The Mozambique side agreed to implement the Project by the Japan's Grant Aid Scheme for Community Empowerment.

5-2 The Mozambique side understood the Japan's Grant Aid Scheme for Community Empowerment described in ANNEX 3-1 and ANNEX 3-2, which were explained by the Team.

5-3. The Mozambique side assured to take the necessary measures, as described in ANNEX 4, for smooth implementation of the Project.

### 6. Schedule of the Study

6-1. The Consultant members of the Team will proceed to undertake further studies in Mozambique until 4<sup>th</sup> March 2009.

6-2. Based on the results of a field survey in Mozambique, the Team will continue the Survey in Japan until May, 2009. JICA will dispatch the draft report explanation mission to Mozambique in May, 2009.

### 7. Contents of the Survey

Mozambique side understood the contents of the Survey noted in the Inception Report, which submitted by the Team on 4th February 2009.

### 8. Other Relevant Issues

#### 8-1 Deed Titles

Mozambique side agreed to submit the deed titles of the sites (Chissano and Manjakaze) by 3<sup>rd</sup> March 2009.

#### 8-2 Laboratories, Information Rooms and Libraries

(1) Both sides agreed that the multi purpose rooms would be designed instead of the laboratories, the information rooms and the libraries.

(2) Mozambique side agreed to allocate appropriate budget and qualified teachers for utilization of the laboratories, the information rooms and the libraries. In case the allocation regarded as insufficient, both sides agreed to reconsider appropriateness of them as the components of the Project.

#### 8-3 Relevant issues on the necessary measures to be taken by Mozambique side

Regarding on the Annex 4 "Major undertakings to be taken by each government", the followings are reconfirmed to be included in them.

##### (1) Water Supply

- Provision of water supply facilities to the receiving tanks in the sites

- Construction of adequate number of boreholes at the sites, where water supply are not in service, before the tenders for the construction works of the Project.
- (2) **Electricity**
  - Provision of distribute lines with adequate capacity to the sites
- (3) **Clearance, leveling and reclamation of the sites**
  - Removal of obstacles such as trees' roots and rocks
- (4) **Access Roads**
  - Construction of access road to the sites
- (5) **Tax Exemption**
  - Allocation of sufficient MEC's budget to substitute internal taxes such as VAT with respect to the supply of the products and services for the Project
- (6) **Others**
  - Preparation of temporary classrooms and other necessary facilities during construction works

#### **8-4 Committee and focal person(s) for implementation of the Project**

To implement the project smoothly, both sides agreed to set and facilitate a committee composed of the government of Mozambique, the government of Japan and JICA. Mozambique side also agreed to assign staff in DIPLAC as the focal person(s) of the Project.

#### **8-5 Technical specifications for the school furniture of the Project**

Both sides agreed that Mozambique side would prepare the technical specifications of the school furniture and the appointed procurement agent would finalize the tender document for the Project in cooperation with the Mozambique side agencies concerned.

#### **8-6 Technical designs for the school buildings of the Project**

Mozambique side mentioned that DIPLAC would review and authorize the references for the tender document prepared in the Survey.

#### **8-7 JICA guidelines for Environmental and Social Considerations**

The Team explained outline of the JICA guidelines for Environmental and Social Considerations and the need to comply with it in the implementation of the Project. Both sides confirmed to work together to adopt the approach specified by the regulation of Mozambique and the guideline of JICA.

#### **8-8 Local Consultants**

Both sides recognized advantages of continuous involvement of the consultants in detail design and supervision.

#### **8-9 Unified environment as secondary schools**

Both sides recognized importance of site plans and facilities such as corridors and gardens to create unified environment as secondary schools.

ANNEX 1: Organization Chart of Ministry of Education and Culture, Mozambique

ANNEX 2: Requested Items and Priority

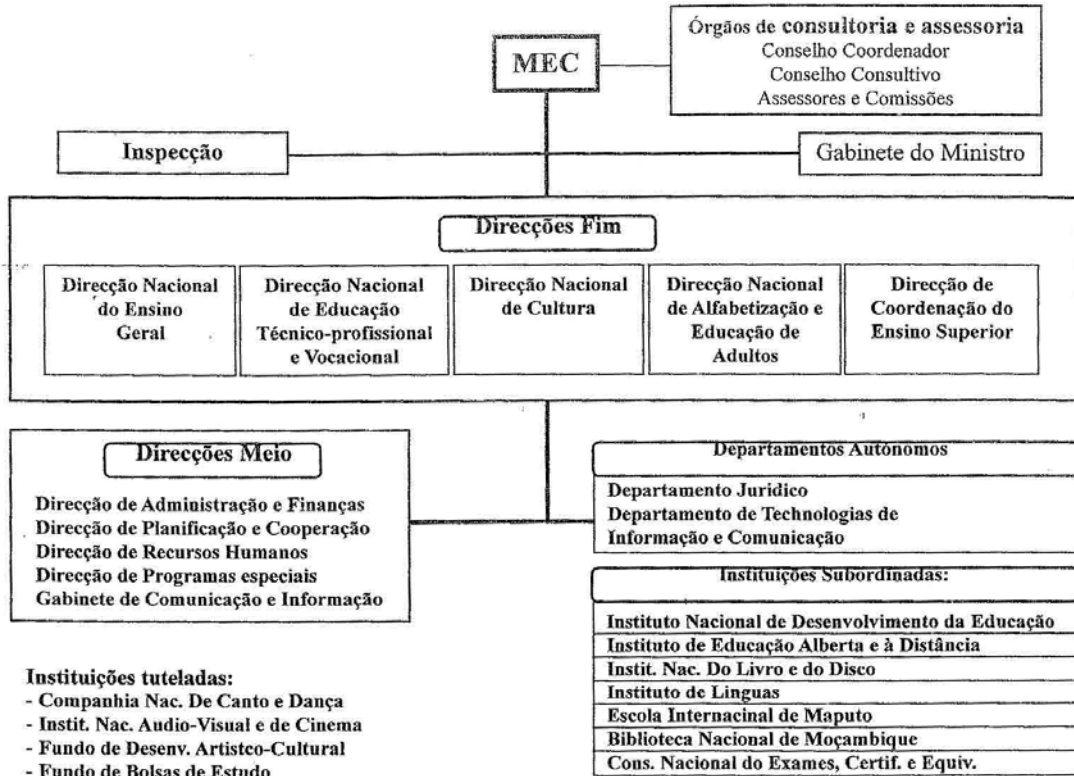
ANNEX 3-1: The Japan's Grant Aid for Community Empowerment

ANNEX 3-2: Flow of Funds for implementation under the Japan's Grant Aid for Community Empowerment

ANNEX 4: Major Undertakings by each Government

ANNEX 5: Implementation Flow of Grant Aid for Community Empowerment

ANNEX 1: Organization Chart of the Ministry of Education and Culture



## ANNEX 2

## Requested Items and Priority

■ 1<sup>st</sup> Priority

## ● Construction

Name	Location	Classroom	Multi Purpose Block	Administration Block	Toilet Block
Ndobe (Cobe)	Matola - Machava	15	1	1	1
Kongolote	Matola - Kongolote	20	1	1	1
Chissano	Gaza - Bilene	8	1	1	1
Manjakaze	Gaza - Manjakaze	15	1	1	1

\*The multi purpose block is utilized as laboratory, information room and library.

## ● School Furniture

a. Classroom	<ul style="list-style-type: none"> <li>➤ Desks and chairs for pupils</li> <li>➤ Desks and chairs for teachers</li> <li>➤ Blackboard</li> <li>➤ Notice board</li> </ul>
b. Multi Purpose Block	<ul style="list-style-type: none"> <li>➤ Tables and chairs for teacher</li> <li>➤ Work Tables or desks and chairs for pupils</li> <li>➤ Shelves</li> </ul>
c. Administration rooms	<ul style="list-style-type: none"> <li>➤ Desks, Chairs and Cabinets for director's office</li> <li>➤ Desks, Chairs and Cabinets for administration office rooms</li> <li>➤ Desks, Chairs and Cabinets for teachers rooms</li> <li>➤ Table and chairs for meeting room</li> <li>➤ Lockers</li> </ul>

■ 2<sup>nd</sup> Priority

## ● Construction

Sub Priority	Name	Location	Covered Sports Field (with Changing Room)
1	Manjakaze	Gaza - Manjakaze	1
2	Kongolote	Matola - Kongolote	1
3	Ndobe (Cobe)	Matola - Machava	1
4	Chissano	Gaza - Bilene	1

■ 3<sup>rd</sup> Priority

## ● Construction

Name	Location	Classroom	Multi Purpose Block	Toilet Block	Administration Block
Matendene	C. Maputo - Magoanine	10	1	1	1

\*With school furniture noted in 1<sup>st</sup> priority

■ 4<sup>th</sup> Priority

## ● Construction

Name	Location	Teachers House
Chissano	Gaza - Bilene	6
Manjakaze	Gaza - Manjakaze	6
Ndobe (Cobe)	Matola - Machava	1
Kongolote	Matola - Kongolote	1

### Japan's Grant Aid Scheme for Community Empowerment (Tentative)

The Government of Japan (hereinafter referred to as "the GOJ") is implementing the organizational reforms to improve the quality of ODA operations, and as part of this realignment, JICA was reorganized on October 1, 2008. After the reorganization of JICA, following the decision of the GOJ, Grant Aid is extended by JICA.

Grant Aid is non-reimbursable fund to the government of the recipient country to procure the facilities, equipment and services (engineering services and transportation of the products, etc.) for economic and social development of the country under principles in accordance with the relevant laws and regulations of Japan. The Grant Aid is not supplied through the donation of materials as such.

The Grant Aid scheme for Community Empowerment (hereinafter referred to as "GACE") aims toward development of communities by empowering their capability as a whole to assure the sustainable development and overcome various threats, thus seeks to enhance human security. Multiple components can be combined to effectively meet the needs of communities. Contractors, suppliers or consultants are not confined to Japanese firms only, and construction can be done based on the local method, which leads to cost reduction.

#### **1. Grant Aid Procedure**

The Japanese Grant Aid is conducted as follows-

- Preparatory Survey (hereinafter referred to as "the Survey")
  - the Survey conducted by JICA
- Appraisal & Approval
  - Appraisal by the GOJ and JICA, and Approval by the Japanese Cabinet
- Determination of Implementation
  - The Notes (hereinafter referred to as "the E/N") exchanged between the GOJ and a recipient country
- Grant Agreement (hereinafter referred to as "the G/A")
  - Agreement concluded between JICA and a recipient country
- Implementation
  - Implementation of the Project on the basis of the G/A

#### **2. Preparatory Survey**

##### **1) Contents of the Survey**

The aim of the Survey is to provide a basic document necessary for the appraisal of the Project

by JICA and the GOJ. The contents of the Survey are as follows:

- (1) Confirmation of the background, objectives, and benefits of the Project and also institutional capacity of agencies and communities concerned of the recipient country necessary for the implementation of the Project.
- (2) Evaluation of the appropriateness of the Project to be implemented under the GACE from a technical, financial, social and economic point of view;
- (3) Confirmation of items agreed on by both parties concerning the basic concept of the Project.
- (4) Preparation of an outline design of the Project.

(5) Estimation of cost for the Project.

The contents of the original request by the government of the recipient country are not necessarily approved in their initial form as the contents of the Grant Aid project. The Outline Design of the Project is confirmed considering the guidelines of Japan's Grant Aid scheme.

JICA requests the Government of the recipient country to take whatever measures are necessary to ensure its self-reliance in the implementation of the Project. Such measures must be guaranteed even though they may fall outside of the jurisdiction of the organization in the recipient country actually implementing the Project. Therefore, the implementation of the Project is confirmed by all relevant organizations of the recipient country through the Minutes of Discussions.

**2) Selection of Consultants**

For smooth implementation of the Survey, JICA uses (a) registered consulting firm(s). JICA selects (a) firm(s) based on proposals submitted by interested firms.

**3) Result of the Survey**

The Report on the Survey is reviewed by JICA, and after The firm(s) selected carry(ies) out the Survey and write(s) a report, based upon terms of reference set by JICA. The appropriateness of the Project is confirmed, JICA recommends to the GOJ to appraise the implementation of the Project.

**3. Japan's Grant Aid Scheme**

**1) The E/N and G/A**

After the project approved by the Cabinet of Japan, the E/N will be signed between the GOJ and the Government of the recipient country to make a plea for assistance, which is followed by the conclusion of the G/A between JICA and the Government of the recipient country to define the necessary articles to implement the Project, such as payment conditions, responsibilities of the Government of the recipient country, and procurement conditions.

**2) Necessity of "Verification"**

The Government of the recipient country or its designated authority will conclude contracts denominated in Japanese yen. Those contracts shall be verified by JICA. This "Verification" is deemed necessary to secure accountability to Japanese taxpayers.

**3) Major undertakings to be taken by the Government of the recipient country**

In the implementation of the Grant Aid Project, the government of the recipient country is required to undertake such necessary measures as ANNEX 4.

**4) "Proper Use"**

The Government of the recipient country is required to maintain and use the facilities constructed and the equipment purchased under the Grant Aid properly and effectively and to assign staff necessary for this operation and maintenance as well as to bear all the expenses other than those covered by the Grant Aid.

**5) "Export and Re-export"**

The products purchased under the Grant Aid should not be exported and re-exported from the recipient country.

**6) Banking Arrangements (B/A)**



The Government of the recipient country or its designated authority should open an account in the name of the Government of the recipient country in a bank in Japan (hereinafter referred to as "the Bank"). JICA will execute the Grant Aid by making payments in Japanese yen to cover the obligations incurred by the Government of the recipient country or its designated authority under the Verified Contracts.

**7) Payment Commission**

The Government of the recipient country should bear payment commissions to the Bank for the transfer of the grant funds.

**8) Social and Environmental Considerations**

The recipient country must ensure the social and environmental considerations for the Project and must follow the environmental regulation of the recipient country and JICA socio-environmental guideline.

**4. Implementation of GACE after the E/N and the G/A**

**1) Procedural details**

Essential points to be agreed upon are outlined as follows:

- a) JICA executes the Grant by making payments of the amount agreed upon in the E/N and pays serious attention to ensure the accountability on proper and effective use of the Grant for the Project / the Programme.
- b) The products and services shall be procured and provided in accordance with "Procurement Guidelines for Grant Aid for Community Empowerment".
- c) The Government of the recipient country shall conclude an employment contract with the Agent.
- d) The Government of the recipient country shall designate the Agent as the representative acting in the name of the Government of the recipient country concerning all transfers of funds to the Agent.

**2) Focal Points of "Procurement Guidelines for Grant Aid for Community Empowerment"**

**a) The Agent**

The Agent is the organization which provides procurement services of products and services on behalf of the Government of the recipient country according to the Agent Agreement with the Government of the recipient country. The Agent is recommended to the Government of the recipient country by JICA and agreed between the two Governments in the Agreed Minutes (A/M).

**b) Agent Agreement**

The Government of the recipient country shall conclude an Agent Agreement, within two month after the date of entry into force of the G/A. The scope of the Agent's services shall be clearly specified in the Agent Agreement.

**c) Approval of the Agent Agreement**

The Agent Agreement, which is prepared as two identical documents, shall be submitted to JICA by the Government of the recipient country through the Agent. JICA confirms whether or not the Agent Agreement is concluded in conformity with the E/N and the G/A and the Procurement Guidelines for Grant Aid for Community Empowerment, and approves the contract.

The Agent Agreement concluded between the Government of the recipient country and the Agent shall become effective after the approval by JICA in a written form.





d) **Payment Methods**

The Agent Agreement shall stipulate that "regarding all transfers of the fund to the Agent, the Government of the recipient country shall designate the Agent to act on behalf of the Government of the recipient country and issue a Blanket Disbursement Authorization ("the BDA") to conduct the transfer of the fund (Advances) to the Procurement Account from the Recipient Account."

The Agent Agreement shall clearly state that the payment to the Agent shall be made in Japanese yen from the Advances and that the final payment to the Agent shall be made when the total Remaining Amount become less than 3 % of the Grant and its accrued interest.

e) **Products and Services Eligible for Procurement**

Products and services to be procured shall be selected from those defined in the G/A.

f) **Firm**

In principle, a Firm of any nationality could be contracted as long as the Firm satisfies the conditions specified in the tender documents.

g) **Method of Procurement**

In implementing procurement, sufficient attention shall be paid so that there is no unfairness among tenderers who are eligible for the procurement of products and services.

For this purpose, competitive tendering shall be employed in principle.

h) **Tender Documents**

The tender documents should contain all information necessary to enable tenderers to prepare valid offers for the products and services to be procured by GACE.

The rights and obligations of the Government of the recipient country, the Agent and the Suppliers of the products and services should be stipulated in the tender documents to be prepared by the Agent. Besides this, the tender documents shall be prepared in consultation with the the Government of the recipient country.

i) **Pre-qualification Examination of Tenderers**

The Agent may conduct a pre-qualification examination of tenderers in advance of the tender so that the invitation to the tender can be extended only to eligible firms. The pre-qualification examination should be performed only with respect to whether or not the prospective tenderers have the capability of accomplishing the contracts concerned without fail. In this case, the following points should be taken into consideration:

- (1) Experience and past performance in contracts of a similar kind
- (2) Property foundation or financial credibility
- (3) Existence of offices, etc. to be specified in the tender documents.

j) **Tender Evaluation**

The tender evaluation should be implemented on the basis of the conditions specified in the tender documents.

Those tenders which substantially conform to the technical specifications, and are responsive to other stipulations of the tender documents, shall be judged in principle on the basis of the submitted price, and the tenderer who offers the lowest price shall be designated as the successful tenderer.

The Agent shall prepare a detailed tender evaluation report clarifying the reasons

for the successful tender and the disqualification and submit it to the Government of the recipient country to obtain confirmation before concluding the contract with the successful tenderer.

The Agent shall, before a final decision on the award is made, furnish JICA with a detailed evaluation report of tenders, giving the reasons for the acceptance or rejection of tenders.

**k) Additional Procurement**

If there is an additional procurement fund after competitive and / or selective tendering and / or direct negotiation for a contract, and the Government of the recipient country would like an additional procurement, the Agent is allowed to conduct an additional procurement, following the points mentioned below:

**(1) Procurement of the same products and services**

When the products and services to be additionally procured are identical with the initial tender and a competitive tendering is judged to be disadvantageous, the additional procurement can be implemented by a direct contract with the successful tenderer of the initial tender.

**(2) Other procurements**

When products and services other than those mentioned above in (1) are to be procured, the procurement should be implemented through a competitive tendering. In this case, the products and services for additional procurement shall be selected from among those in accordance with the E/N and G/A.

**l) Conclusion of the Contracts**

In order to procure products and services in accordance with the E/N and the G/A, the Agent shall conclude contracts with firms selected by tendering or other methods.

**m) Terms of Payment**

The contract shall clearly state the terms of payment. The Agent shall make payment from the "Advances", against the submission of the necessary documents from the Firm on the basis of the conditions specified in the contract, after the obligations of the Firm have been fulfilled. When the services are the object of procurement, the Agent may pay certain portion of the contract amount in advance to the firms on the conditions that such firms submit the advance payment guarantee worth the amount of the advance payment to the Agent.

END