

ANNEX 7 The list of sports facilities and equipment requested by the Malawian side

No	Description
1	Sports court/fields (football and Track & field / Athletics event)
2	Football goal-posts
3	Balls (football)
4	Landing bay for long jump
5	High jump equipment (poles, bar and Mattress)
6	Short-put masses
7	Javelin instrument
8	Discus instrument
9	Concrete multipurpose court (Volleyball and Netball)
10	Volleyball posts (portable)
11	Volleyball net
12	Balls (Volleyball)
13	Netball posts (portable)
14	Balls (Netball)
15	Concrete Basketball court
16	Basketball boards (fixed)
17	Balls (Basketball)
18	Indoor facilities

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ANNEX 8

**Grant Aid for Community Empowerment**  
**of the Government of Japan**  
(Provisional)

The Government of Japan (hereinafter referred to as "the GOJ") is implementing the organizational reforms to improve the quality of ODA operations, and as a part of this realignment, the new JICA law was entered into effect on October 1, 2008. Based on the law and the decision of the Government of Japan (hereinafter referred to as "the GOJ"), JICA has become the executing agency of Grant Aid for Community Empowerment (hereinafter referred to as "GACE").

The Grant Aid provides the government of a recipient country (hereinafter referred to as "the Recipient") with non-reimbursable funds 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.

1. Procedures for GACE

GACE is executed through the following procedures.

Application	Request made by a recipient country
Survey	Preparatory Survey conducted by JICA
Appraisal & Approval	Appraisal by the Government of Japan and JICA, and Approval by the Japanese Cabinet
Determination of Implementation	The Notes (hereinafter referred to as "E/N") exchanged between the Governments of Japan and the 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

Firstly, the application or request for a GACE Project submitted by the Recipient is examined by the Government of Japan (the Ministry of Foreign Affairs) to determine whether or not it is eligible for GACE.

Secondly, if the request is deemed appropriate, the Government of Japan entrusts

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JICA (Japan International Cooperation Agency) to conduct the Preparatory Survey, using a Japanese consulting firm.

Thirdly, the Government of Japan and JICA appraise the Project to see whether or not it is suitable for Japan's GACE, based on the Preparatory Survey report prepared by JICA, and the results are then submitted to the Japanese Cabinet for approval.

Fourthly, the Project, once approved by the Cabinet, becomes official with the Exchange of Notes (E/N) signed by the Governments of Japan and the Recipient.

Simultaneously, the Grant will be made available by concluding a Grant Agreement (hereinafter referred to as "G/A") between the Government of the Recipient Country or its designated authority and the Japan International Cooperation Agency (JICA). JICA is designated by the Government of Japan as an organization responsible for the proper execution of the Grant.

Procurement Agent ("the Agent") is designated to conduct the procurement services of products and services (including fund management, preparing tenders, contracts and so on) for GACE on behalf of the Recipient. The Agent is an impartial and specialized organization and shall render services according to the Agent Agreement with the Recipient. The Agent is recommended to the Recipient by the Government of Japan and agreed between the two Governments in the Agreed Minutes ("A/M").

## 2. Preparatory Survey

### 1) Contents of the Survey

The aim of the Preparatory Survey ("the Survey"), conducted by JICA on a requested Project ("the Project"), is to provide a basic document necessary for the appraisal of the Project by the Government of Japan and JICA. 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 Project's implementation;
- (2) Evaluation of the appropriateness of the Project to be implemented under the Grant Aid Scheme for Community Empowerment from a technical, social and economic point of view;
- (3) Confirmation of items agreed upon 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 ; and
- (6) Preparation of reference documents for tender.

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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 registered consulting firms. JICA selects firms based on the proposals submitted by interested firms. The firms selected carry out a Preparatory Survey and write a report, based upon terms of reference set by JICA. The consulting firms used for the Survey shall be nominated as a responsible Japanese consultant (hereinafter referred to as "the Japanese Consultant") for proceeding construction supervision for the Project under the Agent in order to maintain technical consistency. The Japanese Consultant shall organize an appropriate construction supervision team utilizing local consultants.

## 3) Result of the Survey

The Report on the Survey is reviewed by JICA. The appropriateness and feasibility of the Project is confirmed, JICA recommends the GOJ to appraise the implementation of the Project.

## 3. Implementation of GACE after the E/N and G/A

### 1) Exchange of Notes (E/N) and Grant Agreement (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 pledge 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) Procedural details

Procedural details on the procurement of products and services under GACE will be agreed upon between the Recipient and JICA at the time of the signing of the G/A. 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.
- b) The products and services shall be procured and provided in accordance with "Procurement Guidelines of Japan's Grant Aid (Type I - C)".
- 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.

3) Focal Points of JICA's "Procurement Guidelines of Japan's Grant Aid (Type I - C)"

a) The Agent

The Agent is the organization which provides procurement services of products and services on behalf of the Recipient according to the Agent Agreement with the Recipient. The Agent is recommended to the Recipient by the Government of Japan and agreed between the two Governments in the A/M.

b) Agent Agreement

The Recipient shall conclude an Agent Agreement, within two (2) months after the date of entry into force of the G/A, in accordance with the A/M. 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 Recipient through the Agent. JICA confirms whether or not the Agent Agreement is concluded in conformity with the E/N, the G/A, and the JICA's Procurement Guidelines of Japan's Grant Aid for Community Empowerment, and approves the Agreement. The Agent Agreement concluded between the Recipient 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

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Agent, the Recipient shall designate the Agent to act on behalf of the Recipient 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 becomes less than 3 % of the Grant and its accrued interest excluding the Agent's fees.

e) Products and Services Eligible for Procurement

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

f) Consultant Firms

In principle, the consultant firm who carried out the Preparatory Survey will be recommended by JICA to the recipient country as the supervisor of the Project's implementation after the E/N and the G/A signing, in order to maintain technical consistency. Besides, consultants of any nationality will be contracted for detailed design study and supervising works.

g) Contractor & Supplier Firms

In principle, Firms of only the recipient country's nationality could be contracted as contractors as long as the firm satisfies the conditions specified in the tender documents. Besides, Firms of any nationality could be contracted as suppliers as long as the firm satisfies the conditions specified in the tender documents.

h) 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.

i) 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 Recipient, 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

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j) 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; and
- (3) Existence of offices, etc. to be specified in the tender documents.

k) 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 Recipient to obtain confirmation before concluding the contract with the successful tenderer. The Agent shall, before a final decision on the awards is made, furnish JICA with a detailed evaluation report of tenders, giving the reasons for the acceptance or rejection of tenders.

l) Additional Procurement

If there is an additional procurement fund after competitive and / or selective tendering and / or direct negotiation for a contract, and the Recipient 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.

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(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 the G/A.

m) Conclusion of the Contracts

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

n) 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.

4) Major Undertakings to be taken by the Government of the recipient country

(a) In the implementation of the Grant Aid Project, the recipient country is required to undertake such necessary measures as the following:

- (1) to secure lots of land necessary for the implementation of the Project and to clear the sites;
- (2) to provide facilities for distribution of electricity, water supply and drainage and other incidental facilities necessary for the implementation of the Project outside the sites referred to in (a) above;
- (3) to ensure prompt customs clearance and to assist internal transportation in the recipient country and to assist internal transportation therein of the products;
- (4) to ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the recipient country with respect to the purchase of the Components as well as the employment of the Agent be exempted/be borne by its designated authority without using the Grant and its accrued interest;

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(5) to accord Japanese nationals and / or nationals of third countries, including such nationals employed by the Agent, whose services may be required in connection with the supply of the Components such facilities as may be necessary for their entry into the recipient country and stay therein for the performance of their work (The term "nationals" whenever used in the G/A means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons in the case of Japanese nationals, and physical or juridical persons of third countries in the case of nationals of third countries.);

(6) to ensure that the Facilities and the Components be maintained and used properly and effectively for the implementation of the Project;

(7) to bear all the expenses, other than those covered by the Grant and its accrued interest, necessary for the implementation of the Project; and

(8) to give due environmental and social consideration in the implementation of the Project.

(b) Upon the request of JICA, the Recipient shall provide JICA with necessary information on the Project.

(c) With regard to the shipping and marine insurance of the products procured by the Project, the Recipient shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(d) The products procured by the Project shall not be exported or re-exported from the recipient country.

(e) The Recipient shall ensure that any official of its government does not undertake any part of the Japanese nationals' work and / or the work of nationals of third countries on purchase of the Components.

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