



AGR 268

AGREEMENT

BETWEEN

THE REPUBLIC OF SIERRA LEONE

AND

THE AFRICAN DEVELOPMENT BANK

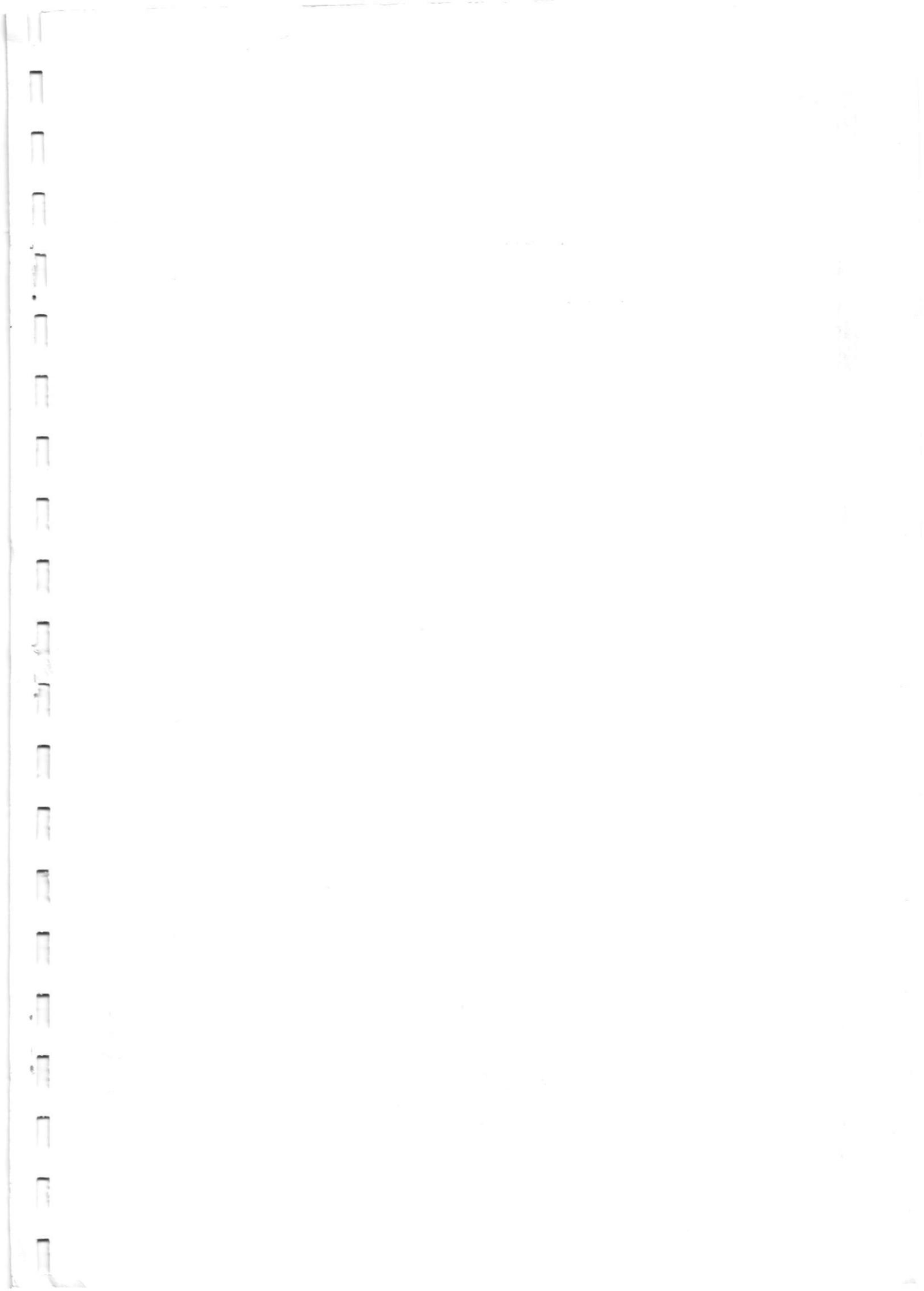
*(ACTING AS ADMINISTRATOR FOR THE
KOREA-AFRICA ECONOMIC COOPERATION TRUST FUND)*

(DEVELOPMENT OF SIERRA LEONE PORTS MASTER PLAN)

J

W

PARLIAMENT LIBRARY
TOWER HILL FREETOWN



**AGREEMENT
BETWEEN
THE REPUBLIC OF SIERRA LEONE
AND
THE AFRICAN DEVELOPMENT BANK
(acting as administrator for the
Korea-Africa Economic Cooperation Trust Fund)**

(DEVELOPMENT OF SIERRA LEONE PORTS MASTER PLAN)

THIS AGREEMENT is entered into on this 7TH day of OCTOBER, 2015, between the REPUBLIC OF SIERRA LEONE (hereinafter the "Recipient") and the AFRICAN DEVELOPMENT BANK, an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, Cote d'Ivoire, acting as administrator of the Korea-Africa Economic Cooperation Trust Fund (hereinafter the "Bank"). The Recipient and the Bank shall together be referred to as the "Parties".

WHEREAS:

1. Pursuant to a General Cooperation Agreement on Korea-Africa Economic Cooperation between the Government of the Republic of Korea and the African Development Bank and the African Development Fund dated 30th May, 2013 (the "General Cooperation Agreement"), the Government of the Republic of Korea agreed to make available to the Bank funds to assist in the preparation and implementation of development projects and programs;





2. Under the terms of the General Cooperation Agreement, the Bank is the Administrator for the Korea-Africa Economic Cooperation Trust Fund (the "KOAFEC Trust Fund");
3. The purpose of the KOAFEC Trust Fund is to support the implementation of Korea-Africa Economic Cooperation under the following three main components:
 - (i) financing technical cooperation activities;
 - (ii) financing projects and programmes in RMC's, including procurement of goods, works, and related services; and
 - (iii) contributions to multi-donor funds and special funds managed by the Bank for the benefit of the RMC's.
4. The Recipient has requested the Bank to provide financial support from the resources of the KOAFEC Trust Fund for the development of the Sierra Leone Ports Master Plan (the "Project") as set out in Annex I hereto;
5. The Government of the Republic of Korea has approved the financing of the Project from the resources of the KOAFEC Trust Fund in the amount of Seven Hundred and Fifty Two Thousand United States Dollars (USD 752,000); and





6. The Bank has agreed to provide the Grant to the Recipient upon the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

THE GRANT AND ITS PURPOSE

- 1.1 Amount. The Bank hereby agrees to provide a Grant to the Recipient from the resources of the KOAFEC Trust Fund, in an amount not exceeding Seven Hundred and Fifty Two Thousand United States Dollars (USD 752,000) (the "Grant") in accordance with the provisions of this Agreement.
- 1.2 Purpose. The purpose of the Grant is to assist in financing the Project. The resources of the Grant shall be applied by the Recipient exclusively for the cost of goods and services required for the execution of the Project.
- 1.3 Project Executing Agency. The Executing Agency for the Project shall be the Sierra Leone Ports Authority (SLPA).





ARTICLE II

DISBURSEMENT AND APPLICATION OF THE GRANT

- 2.1 The Grant shall be disbursed by the Bank in accordance with the provisions of this Agreement and the Bank's disbursement rules for expenditures made in respect of the cost of goods and services required for the execution of the Project as set out in Annex II hereof.
- 2.2 Amounts disbursed on account of this Agreement shall be applied by the Recipient solely for the purposes for which they were disbursed.
- 2.3 Disbursement Procedures.
- (a) The Direct Payment method shall be utilized for all consultancy contracts relating to the provision of the development of the ports master plan.
 - (b) The Recipient shall submit to the Bank at the end of the Project, a report of the utilization of the proceeds of the Grant.
- 2.4 Closing Date. The closing date for requesting disbursement of the resources of the Grant shall be **31st December, 2018**, or such later date as the Bank shall establish.

J

M

ARTICLE III
CONDITIONS PRECEDENT TO
DISBURSEMENT OF THE GRANT

3.1 The obligation of the Bank to make the disbursement of the Grant shall be conditional upon the entry into force of this Agreement, and the fulfillment by the Recipient, in form and substance satisfactory to the Bank, of the following condition:

- (a) Evidence of the appointment of a Project Coordinator with terms of reference, qualifications and experience acceptable to the Bank.

ARTICLE IV
PROCUREMENT AND USE OF CONSULTANCY SERVICES

- 4.1 The Executing Agency will be responsible for the procurement and obtaining the necessary internal country approvals in line with Public Procurement Laws and Regulations.
- 4.2 The procurement of consultancy services financed by the proceeds of the Grant shall be carried out in accordance with the Bank's, *Rules and Procedures for the Use of Consultants*, dated May 2008, revised July 2012 or as may be revised from time to time using the relevant Bank Standard Bidding Documents.
- W

- 4.3 When the amount of the contract is less than UA 200,000, the Recipient may limit the publication of a Specific Procurement Notice (SPN) requesting for expressions of interest to national or regional newspapers. However, any eligible consultant, being regional or not, may express their desire to be short-listed.
- 4.4 The Recipient shall ensure that the proceeds of the Grant shall be used exclusively for the procurement in the territories of the State Participants or Member States, of goods produced in and services supplied from, those territories (the terms "State Participant" and "Member State" being defined in Article 3 of the Agreement Establishing the African Development Bank).

ARTICLE V

FINANCIAL MANAGEMENT, REPORTING AND AUDITING

- 5.1 Financial Management. The Executing Agency will manage the Grant and be responsible for all the administrative and financial management of the grant including disbursement. Separate accounts shall be maintained for the Grant resources to ensure that the resources are accounted for in accordance with the Recipient's financial management procedures and the Grant resources are used exclusively for the purposes for which they were provided.
- 5.2 Reports. The Sierra Leone Port Authority shall prepare and furnish to the Fund, an update on the financial performance of the Project as part of the Quarterly Progress Report, no later than thirty (30) days of the end of

each quarter. The Recipient shall also prepare and furnish to the Bank, a Project Completion Report within three (3) months of the end of the Project.

- 5.3 Audit. The Executing Agency shall maintain or cause to be maintained proper records of account, pursuant to Section 7.07 of the *General Conditions*, and submit, no later than six (6) months after the end of the project audited project financial statements prepared in substance and form acceptable to the Bank and audited in accordance with Terms of Reference acceptable to the Bank.

ARTICLE VI
CONSULTATION, EXCHANGE OF INFORMATION
AND MONITORING

6.1 Consultation and Exchange of Information. The Parties shall collaborate closely to ensure that the objectives of the Project are attained and, to that end:

- (a) they shall exchange information from time to time, concerning the progress of the Project and the fulfilment of their respective obligations under this Agreement;
- (b) the Recipient shall furnish to the Bank, as promptly as possible, all information relating to the Project which the Bank may request; and

J

ef

(c) inform each other, as promptly as possible, of all circumstances, which may interfere or are likely to interfere with the timely implementation of the Project.

6.2 Monitoring. The Recipient shall monitor the implementation of the Project and allow representatives of the Bank to examine such reports and other documents relating to the Project as the Bank may wish to consult.

ARTICLE VII
ENTRY INTO FORCE AND TERMINATION
OF THE AGREEMENT

7.1 This Agreement shall enter into force upon signature by the Parties. This Agreement may be terminated by the Bank upon failure by the Recipient to observe any condition or undertaking provided herein.

7.2 The Recipient shall, as soon as reasonably practicable, after the termination of this Agreement, transfer to the Bank any balance of the resources of the Grant remaining after all outstanding obligations have been settled.

ARTICLE VIII
CHANNEL OF COMMUNICATIONS AND NOTICES

8.1 The Minister of Finance and Economic Development of the Recipient or such other person as the Minister may designate in writing shall be the

authorized representative for the purposes of Section 9.02 of the *General Conditions*.

8.2 Any notice or request required or permitted to be given under this Agreement shall be in writing and shall be given at each Party's address set out below or as amended from time to time by notice to the other:

FOR THE RECIPIENT:

Mail Address:

Ministry of Finance and
Economic Development
Ministerial Building
George Street
PMB 386
Freetown
SIERRA LEONE
Tel : (232) 22 225612/ 220511

FOR THE BANK:

Headquarters Mail Address

African Development Bank
Rue Joseph Anoma
01 B.P. 1387
Abidjan 01
CÔTE D'IVOIRE
Tel. : (225) 20 26 20 46

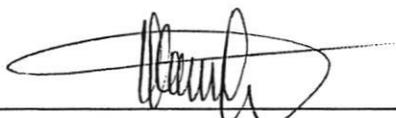
ATTENTION:

Director, OITC



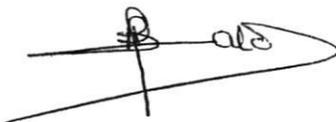
IN WITNESS WHEREOF the Recipient and the Bank, each acting through its authorized representative, have signed this Agreement in two original counterparts on the date first above written.

FOR THE REPUBLIC OF SIERRA LEONE



KAIFALA MARAH
MINISTER OF FINANCE AND
ECONOMIC DEVELOPMENT

FOR THE AFRICAN DEVELOPMENT BANK



YERO BALDEH
RESIDENT REPRESENTATIVE
SIERRA LEONE COUNTRY OFFICE

ANNEX I

PROJECT DESCRIPTION

1. Project Objective

The main objective of the Project is to prepare a Port Development Master Plan consisting of an infrastructural Development Master Plan and a ports investment Plan for Sierra Leone managed by the Sierra Leone Ports Authority (SLPA) that will guide future development initiatives. In tandem with this will be an assessment and analysis of the institutional and regulatory framework within the port sector, and recommendations thereto that shall be required for the port(s) development.

2. Project Activities

The Project activities to be financed from the Grant will focus on:

- Collection and review of all relevant data to carry out a comprehensive analysis and forecasting of export and import demand including assessment port performance indicators;
- Assessment of existing Facilities and Equipment within the port (Queen Elizabeth II) including access within and outside the port;
- An assessment of the institutional and regulatory framework for ports in Sierra Leone;
- Preparation of Base Map for the Freetown ports including a land use plan looking beyond the port boundaries – considering a range of economic, social and environmental interface issues;
- Development of an expansion plan for the Port of Freetown;
- Assessment of identified potential port locations and recommendation of preliminary development plans into the Master Plan;
- Carry out a strategic environmental and social assessment that will inform on the potential impact of port development nationally; and
- Carry out a financial, economic and environmental evaluations of proposed development plans.



10

3. Expected Outcomes

The primary expected outcomes of the Project are:

- (a) A port development master plan that will inform future port development initiatives; and
- (b) Recommendation for the institutional framework and setup to promote efficiency in the port sector operations.

4. Tentative Action & Implementation Plan

(a) Time Frame

The study shall be carried out over a period of 9 months. Previous studies within the port sector shall be reviewed and will form necessary inputs for the ports development master plan. The port master plan shall also interface with other integrated transport sub-sectorial plans and integrated transport sector plans. A validation workshop would also be conducted in Freetown to discuss findings within the draft final report.

(b) Key Deliverable

Inception Report: To be submitted by the Government of Sierra Leone to the Bank one (1) month from the date of Commencement of the Study;

Interim Report: To be submitted by the Government of Sierra Leone to the Bank three (3) months after commencement of the Study;

Draft Final Report: To be submitted by the Government of Sierra Leone to the Bank five (5) months after commencement of the Study. The Draft Final Report shall address all aspects of the Study, providing clear and concise findings and recommendations as per the Terms of Reference. The Draft Report shall include the Consultant's findings and recommendations of the Study; and

Final Report: To be submitted by the Government of Sierra Leone to the Bank one (1) month after receipt of the Bank's comments to the Draft Final Report and validation workshop. The Final Report shall incorporate the Government of



Sierra Leone's, the Bank's and other stakeholders' comments to the Draft Final Report and relate the validation workshop's discussions.

Key professionals for the study shall include as a minimum the following:

- (i) Team Leader.
- (ii) Deputy Team Leader / Port Engineer.
- (iii) Economist/ Statistician/ Financial Analyst.
- (iv) Business Analyst.
- (v) Environmental/ Social Expert.
- (vi) Coastal/ Dredging Expert.
- (vii) Transport Sector Institutional Expert.



ANNEX II
PROJECT COST

Cost Estimates by Activity (USD)

Category of Expenditure	Estimated Cost in USD
	(Local Costs)
Consultancy Services	752,000
Total Costs	752,000

J

101

PARLIAMENT LIBRARY
STREET HILL