

PROJECT ID: P-SL-AA0-021 GRANT No.: 2100155042183

ADDITIONAL FINANCING

PROTOCOL OF AGREEMENT

BETWEEN

REPUBLIC OF SIERRA LEONE

AND

AFRICAN DEVELOPMENT FUND

(RICE AGRO INDUSTRIAL CLUSTER (SL RAIC) PROJECT)

#

# PROTOCOL OF AGREEMENT ADDITIONAL FINANCING (RICE AGRO INDUSTRIAL CLUSTER (SL RAIC) PROJECT)

PROJECT ID: P-SL-AA0-021 GRANT No.: 2100155042183

This PROTOCOL	OF AC	REEMENT	(the	"Agreem	ent") i	s entered	into	this
Jana	day of _	Jecembe	1.20	22	, be	tween the	REPU	BLIC
OF SIERRA LEON	E (the "R	ecipient") an	nd the A	AFRICAN	DEVEL	OPMENT	<b>FUND</b>	(the
"Fund").								

#### WHEREAS:

- (A) The Recipient has requested the Fund to provide an additional grant out of its resources, to assist in financing the additional scope under the Rice Agro Industrial Cluster (SL RAIC) Project (the "Project") as further described in Schedule I (Project Description) to this Agreement;
- (B) The Recipient's Ministry of Agriculture and Forestry shall be the Executing Agency for the Project;
- (C) On 9 December 2021 the Recipient entered into a protocol of agreement n° 2100155041122 with the Fund for a grant of an amount not exceeding One Million Five Hundred and Forty Thousand Units of Account (UA 1,540,000) to assist in the financing of the Project (the "Initial ADF Grant Agreement");
- (D) On 9 December 2021 the Recipient entered into a protocol of agreement n° 5900155016654 with the African Development Bank (the "Bank") and the Fund (the Bank and the Fund collectively referred to as the "Bank") as Administrators of the Transition Support Facility for a grant of an amount not exceeding Ten Million Three Hundred and Eighty Thousand Units of Account (UA 10,380,000) to assist in the financing of the Project; and
- (E) The Fund has agreed on the basis, *inter alia*, of the foregoing, to extend to the Recipient an additional grant in the amount specified in Section 2.01 (*Amount*) of this Agreement on the terms and conditions set forth or referred to in this Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
GENERAL CONDITIONS-DEFINITIONS

My

Ht

Section 1.01. <u>General Conditions.</u> The General Conditions Applicable to Protocols of Agreement for Grants of the African Development Fund dated February 2009 as amended from time to time (the "General Conditions") constitute an integral part of this Agreement.

Section 1.02. <u>Definitions.</u> Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Schedule IV (*Definitions*) to this Agreement.

Section 1.03. <u>Schedules.</u> The Schedules to this Agreement form an integral part of this Agreement and shall have effect as if set out in full herein.

#### ARTICLE II THE GRANT

Section 2.01. <u>Amount.</u> The Fund agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant of an amount not exceeding the equivalent of Nine Million Two Hundred and Fifty Thousand Units of Account (UA 9,250,000) (the "Grant"), to assist in the financing of the Project.

# ARTICLE III ENTRY INTO FORCE AND DISBURSEMENT

Section 3.01. **Entry into Force.** This Agreement shall enter into force upon signature by the Recipient and the Fund.

Section 3.02. <u>Disbursement.</u> The proceeds of the Grant shall be disbursed to the Recipient in accordance with the provisions of: (a) Article IV (*Disbursement of the Grant*) of the General Conditions; (b) the Disbursement Handbook; (c) the Disbursement Letter; (d) Article III (*Entry into Force and Disbursement*) of this Agreement; and (e) such additional instructions as the Fund may specify by notice to the Recipient, to finance Eligible Expenditures as set forth in Schedule II (*Allocation of the Grant*) to this Agreement.

Section 3.03. <u>Condition Precedent to First Disbursement.</u> The obligation of the Fund to make the first disbursement of the Grant shall be subject to the entry into force of this Agreement in accordance with Section 3.01 (*Entry into Force*) of this Agreement.

Section 3.04. <u>Conditions Precedent to Disbursements for Works.</u> Subject to the provisions of Section 3.01 (Entry into Force) and Section 3.03. (Condition Precedent to First Disbursement) of this Agreement, the obligation of the Fund to disburse the Grant for works that involve the use of an Environmental Social Management Framework ("ESMF") shall be subject to the satisfaction of the following additional conditions by the Recipient:

(a) Submission of the site-specific Environmental and Social Impact Assessment ("ESIA") and Environmental and Social Management Plan ("ESMP") for each works and Integrated Pest Management Plan ("IPMP"), prepared in accordance with the



- ESMF and the Fund's Safeguards Policies, in form and substance satisfactory to the Fund; and
- (b) Submission of the evidence of approval of the site-specific ESIA and ESMP by the competent national authority of the Recipient.

Section 3.05. <u>Closing Date.</u> For purposes of Section 5.03 (*Cancellation by the Fund*) of the General Conditions, the Closing Date shall be <u>31 March 2027</u>, or such later date as shall be agreed upon in writing between the Recipient and the Fund.

#### ARTICLE IV UNDERTAKINGS

Section 4.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project, and shall cause the Executing Agency and, its contractors and/or agents to carry out the Project, in accordance with the provisions of Article VII (*Project Implementation - Cooperation and Information*) of the General Conditions and this Agreement.

#### Section 4.02. Institutional Arrangements.

- (a) The Recipient shall cause the Executing Agency to establish and maintain a PIU, at all times during implementation of the Project, with the mandate, staffing and resources satisfactory to the Fund. The PIU shall comprise the following members:
  (i) Project Manager; (ii) Project Accountant; (iii) Rural Infrastructure Engineer; (iv) Agro-processing Specialist; (v) Agronomist; (vi) Procurement Expert; (vii) Monitoring and Evaluation Officer; (viii) Gender and Youth Expert; (ix) Agribusiness Development Officer; (x) Extension Officer; and (xi) Environmental and Social Safeguards Specialist.
- (b) The PIU shall be responsible for inter alia the following:
  - (i) the day-to-day implementation of the Project including preparation and submission of the quarterly progress reports, interim quarterly financial reports, environmental and social quarterly report, and annual audit reports of the Project to the Fund; and
  - (ii) all Project related monitoring and evaluation activities including gender and social accountability, compliance with the Bank's procurement requirements, and financial management and control.
- (c) The Recipient shall ensure that the Executing Agency operates through a decentralized and inclusive structure, and shall cause the strengthening of the existing National Development Partners Program Coordination Office to enable it to carry out key policy and institution support to the Executing Agency.



de

- (d) The Recipient shall maintain the existing National Project Steering Committee (NPSC) under the ongoing Sierra Leone Agribusiness and Rice Value Chain Support Project (SLARiS) at all times during the implementation of the Project, with the mandate, membership and resources satisfactory to the Fund.
- (e) The NPSC will be responsible for inter alia Project oversight, policy guidance, strategic direction, and review and approval of work plans and budgets. The PSC will be chaired by the Ministry of Agriculture and Forestry, and shall include membership including the: (i) Ministry of Finance; (ii) Ministry of Planning and Economic Development; (iii) Ministry of Youth/ National Youth Commission; (iv) SLARiS project; (v) Sierra Leone Seed Certification Agency; (vi) Sierra Leone Chamber for Agribusiness Development; (vii) National Farmers Federation of Sierra Leone; (viii) Ministry of Local Government and Rural Development; (ix) Ministry of Gender and Children's Affairs; (x) Environmental Protection Agency/Ministry of the Environment; (xi) Njala University; (xii) Agricultural Development Civil Society Representative; and (xiii) Chairperson of each of the two (2) District Councils where the Project will be implemented.

Section 4.03. <u>Environmental and Social Safeguards.</u> The Recipient shall, and shall cause the Executing Agency, all its contractors, its sub-contractors and agents to:

- (a) carry out the Project in accordance with the Environmental and Social Management Plan ("ESMP"), the Fund's Safeguards Policies and the applicable national legislation in a manner satisfactory to the Fund;
- (b) prepare and submit to the Fund, as part of the Project Report referred to in Section 7.01 (*Project Report*) of this Agreement, quarterly reports on the implementation of the ESMP including any implementation failures and related remedies thereof;
- (c) refrain from taking any action which would prevent or interfere with the implementation of the ESMP including any amendment, suspension, waiver, and/or voidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Fund; and
- (d) cooperate fully with the Fund in the event that the implementation of the Project or change in Project scope results in hitherto unforeseen displacement and /or resettlement of persons, and shall not commence any works in the affected area under the Project, unless all Project Affected Persons (PAPs) in such areas have been compensated and/or resettled in accordance with a Resettlement Action Plan ("RAP"), to be prepared by the Recipient.
- (e) The Borrower shall deliver to the Fund, at midterm of the Project, an environmental and social compliance audit report prepared by an independent auditor that assesses the extent of compliance with the provisions of this Agreement, including national legislations, regulations and procedures, the Fund's environmental and social requirements and international industrial best practices of the Projects' activities.





The audit shall identify non-compliance, good practices and deficiencies, and recommend corrective action.

Section 4.04. <u>Integrity.</u> The Recipient shall, and shall cause the Executing Agency, and all of its contractors or agents to, carry out the Project in accordance with the provisions of the Anti-Corruption Policies.



W

#### Section 4.05. Other Condition.

(a) Not later than six (6) months after Grant effectiveness, the submission of evidence of recruitment of additional staff for the PIU with qualifications and terms of reference acceptable to the Fund, as follows: (i) Rural Infrastructure engineer; (ii) Agro-processing specialist; (iii) Agronomist; (iv) Extension Officer; (v) Gender and Youth Expert; (vi) Agribusiness Development officer; (vii) Monitoring and Evaluation Officer; (viii) Environmental and Social Specialist; and (ix) an Irrigation Engineer on a need basis.

Section 4.06. <u>Recipient's Counterpart Contribution</u>. The Recipient shall within six (6) months of the Date of the Grant Agreement or such later date as may be approved by the Fund, provide proof of provision of office space, salaries for assigned staff, utilities and matching grant arrangement for equipment, mechanization services from the Government machinery program, as its in-kind contribution (the "Counterpart Contribution") towards the costs of the Project.

## ARTICLE V ADDITIONAL REMEDIES OF THE FUND

Section 5.01. Other Events of Suspension. For purposes of Section 5.02 (1) (i) (Other Events of Suspension) of the General Conditions, the other events of suspension of the Grant consist of any circumstance arising which in the opinion of the Fund interferes with or threatens to interfere with the successful completion of the Project or the accomplishment of its purposes.

Section 5.02. Other Events of Cancellation. In addition, to the events in Section 5.03 (Cancellation by the Fund) of the General Conditions, the other event of cancellation of the Grant consist of the following:

(a) The event specified in Section 5.01(Other Events of Suspension) of this Agreement has occurred and is continuing for a period of thirty (30) days after notice of the event has been given by the Fund to the Recipient or such later date as shall be agreed upon in writing between the Recipient and the Fund.

#### ARTICLE VI PROCUREMENT

Services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of the Procurement Framework and the Recipient's Procurement Plan for the Project set forth in Schedule III (*Procurement Plan*) to this Agreement, which may be amended from time to time in accordance with Section 6.03 (*Procurement Plan*) of this Agreement.



Section 6.02. <u>Definitions.</u> Unless the context otherwise requires, the capitalized terms used in this Article VI (*Procurement*) including those describing particular procurement methods or methods of review by the Fund of particular contracts, have the meanings ascribed to them in the Procurement Framework.

Section 6.03. <u>Procurement Plan.</u> The Procurement Plan shall cover the entire Project implementation period and shall be updated by the Recipient on an annual basis or as needed, and each such update shall, to the extent practicable, cover a period of at least eighteen (18) months of the Project implementation period. Any revisions or updates to the Procurement Plan shall be made in writing with the Fund's prior approval.

#### Section 6.04. Use of the Recipient's Procurement System.

The state of the s

The second secon

- (a) Eligibility. The proceeds of the Grant shall be used for the procurement of Goods, Works, Non-Consulting Services and Consulting Services satisfying the applicable country of origin requirements prescribed in the Public Procurement Act, 2016, Procurement Regulations 2020, and Procurement Manual 2020 (the "Recipient's Procurement System") except that, the proceeds of the Grant shall not be used for the procurement of:
  - (i) firms from a country or goods manufactured in a country excluded in compliance with the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and/or
  - (ii) firms sanctioned by the Fund in accordance with the Anti-Corruption Policies
- (b) <u>Methods.</u> The procurement of Civil Works and Goods will be undertaken in accordance with the Recipient's Procurement System using the relevant National Standard Bidding Documents or National Model Bidding Documents and the methods prescribed in the Procurement Plan.
- (c) Remedial Actions required for the use of the Recipient's Procurement System.

  The Recipient undertakes to execute the following remedial actions concerning the use of the Recipient's Procurement System during the implementation of the Project:
  - (i) Amend the Procurement Act, 2016 to withdraw the Procurement regulatory body from procurement transactions in order to avoid conflict of interest situations in the performance of its compliance and regulatory and to comply with international standards;
  - (ii) Enhance the procurement capacity of Ministries Departments and Agencies to ensure their efficiency;
  - (iii) Enhance the contract management and administration processes, remove bottlenecks in payment processing, and improve the capacity of staff in contract management;



- (iv) Develop an effective records management system and conduct training on its use;
- (v) Strengthen the Alternative Dispute Resolution and arbitration system;
- (vi) Amend the Procurement Act, 2016 include procedures for the enforcement of complaint resolution decisions; and
- (vii) Revise the Anti-corruption law to include adequate deterrent for breaches of the Procurement law, and to publish regularly information on sanctions made to civil and public servants and private sector companies.
- (d) Reservation of Rights by the Fund. The Fund reserves the right to, in its sole discretion, require the use of the Fund's Procurement Methods and Procedures in the event that:
  - a revision introduced in the Recipient's Procurement System adversely and substantially impacts the execution of procurement activities under the Project;
     or
  - (ii) the remedial actions required in Section 6.04(c) above are not implemented as required; or
  - (iii) any audit finds deficiencies and inadequacies in the Recipient's Procurement System; or
  - (iv) complaints are not properly addressed under the Recipient's complaints handling procedures and mechanisms, which no longer provide a credible recourse as well as an impartial and equitable dispute resolution mechanism; or
  - (v) any other event or circumstances occur which, in the reasonable opinion of the Fund, may require the use of the Fund's Procurement Methods and Procedures.

#### (e) Procurement Oversight.

- (i) The Recipient shall cause the Audit Services Sierra Leone in collaboration with the National Public Procurement Authority or a competitively recruited external auditor to carry out a procurement audit in accordance with the Recipient's Procurement System on an annual basis. The annual procurement audit report shall be submitted to the Fund no later than six (6) months after the end of each calendar year.
- (ii) The Fund may, in its sole discretion, require independent procurement audits or inspections to be undertaken by independent auditors appointed by the Fund. The costs of such independent audits or inspections shall be borne by the Fund.



#### Section 6.05. Use of the Fund's Procurement Methods and Procedures ("PMPs").

(a) <u>Methods.</u> The procurement of Civil Works, Goods and Consulting Services will be undertaken in accordance with the Fund's Procurement Methods and Procedures using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.

#### (b) Procurement Oversight.

- (i) The Procurement Plan shall set forth those contracts which shall be subject to the Fund's Prior Review and Post Review.
- (ii) In accordance with Section 7.02 (c) (Cooperation and Information) of the General Conditions, the Fund may, upon reasonable notice to the Recipient, conduct supervision missions, independent procurement reviews and inspection concerning the procurement undertaken using the proceeds of the Grant.

#### Section 6.06. Reports and Retention of Documents.

- (a) The Recipient shall and shall cause the Executing Agency to maintain and record all relevant information concerning the procurement activities undertaken for the Project and shall include the said information in each Project Report to be submitted to the Fund on a quarterly basis in accordance with the provisions of Section 7.01 (Project Report) of this Agreement.
- (b) The Recipient shall and shall cause the Executing Agency to retain copies of all records (contracts, orders, invoices, bills, receipts and other documents) for periodic review and inspection by the Fund in accordance with Section 7.07 (c) (Accounts, Records and Audit) of the General Conditions.

#### ARTICLE VII PROJECT REPORTING

Section 7.01. **Project Report.** The Recipient shall and shall cause the Executing Agency to monitor the progress of the Project and prepare Project Reports in accordance with the provisions of Section 7.07 (Accounts, Records and Audit) of the General Conditions and on the basis of indicators acceptable to the Fund. Each Project Report shall cover a period of one (1) calendar quarter and shall be furnished to the Fund not later than forty-five (45) days after the end of the period covered by such report.

Section 7.02. <u>Completion Report.</u> The Recipient shall prepare and submit to the Fund a Completion Report, pursuant to Section 7.08 (*Completion Report*) of the General Conditions, no later than six (6) months after the Closing Date.



### ARTICLE VIII FINANCIAL MANAGEMENT

Section 8.01. <u>Internal Control</u>. The Recipient shall and shall cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 7.07 (Accounts, Records and Audit) of the General Conditions.

Section 8.02. <u>Interim Financial Reporting.</u> Without limitations to the provisions of this Article VIII (*Financial Management*), the Recipient shall prepare and furnish to the Fund quarterly unaudited interim financial reports for the Project no later than forty-five (45) days after the end of the respective quarter in form and substance satisfactory to the Fund.

#### Section 8.03. Financial Audit.

- (a) The Recipient shall have its financial statements for the Project audited in accordance with terms of reference acceptable to the Fund by the Auditor General of Sierra Leone or a competitively recruited independent auditor appointed by the Recipient with the approval of the Fund.
- (b) Each audit of the financial statements shall cover a period of one (1) financial year except (i) the first audit, which may cover a period not exceeding eighteen (18) months after the date of first disbursement of the Grant, if such first disbursement occurs in the second half of the applicable financial year; and (ii) the final audit, which may cover a period not exceeding eighteen (18) months, if the Closing Date occurs within the first half of the applicable financial year.
- (c) The audit reports shall comprise inter alia (i) a complete set of financial statements of the applicable financial year with the auditor's opinion on said financial statements, and (ii) the management letter, and shall be furnished to the Fund no later than six (6) months after the end of the applicable financial year being audited. The Closing audit report at the end of the Project shall be submitted to the Fund no later than six (6) months after the Closing Date.
- (d) The cost of the external audit will be borne out of the proceeds of the Grant whenever such external audit is conducted by a competitively recruited independent auditor.

### ARTICLE IX AUTHORIZED REPRESENTATIVES, DATE, ADDRESSES

Section 9.01. <u>Authorized Representatives.</u> The Minister of Finance or such other person as the Minister of Finance may designate in writing shall be the authorized representative for the purposes of Article IX (*Miscellaneous Provisions*) of the General Conditions.



By

Section 9.02. <u>Date of the Protocol of Agreement.</u> For all purposes of this Agreement, the date thereof shall be that appearing in the preamble hereof.

Section 9.03. <u>Addresses.</u> The following addresses are specified for the purposes of Article IX (*Miscellaneous Provisions*) of the General Conditions:

For the Recipient:

Mailing Address:

Ministry of Finance

Treasury Building George Street

Freetown

REPUBLIC OF SIERRA LEONE Tel: (232) 76 61 12 25/ 76 30 40 00

E-mail: minister@mof.gov.sl fsecretary@mof.gov.sl

Attention:

Minister of Finance

For the Fund:

Headquarters Address:

African Development Fund

01 B.P. 1387 Abidjan 01

REPUBLIC OF COTE D'IVOIRE

Tel: (225) 27.20.26.39.00

Attention:

Director,

Department of Agriculture and Agro Industry (AHAI)

Sierra Leone Country Office Mailing Address:

African Development Bank Group

13 Lamina Sankoh Street

5th and 6th Floors, Bishop Building

Freetown

REPUBLIC OF SIERRA LEONE

Attention:

Country Manager

Sierra Leone Country Office



IN

IN WITNESS WHEREOF the Recipient and the Fund, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.



FOR AFRICAN DEVELOPMENT FUND

HALIMA YUSSUF HASHI COUNTRY MANAGER SIERRA LEONE COUNTRY OFFICE

#### SCHEDULE I PROJECT DESCRIPTION

#### I. Project Objectives:

The goal of the Project is to contribute to rice self-sufficiency in Sierra Leone and improve the livelihoods of rural households. The specific objectives are to: (i) increase the productivity and production of rice by providing farmers access to quality inputs, land and water management, mechanization and extension services; (ii) improve the value chain through the processing of high-quality rice; and (iii) promoting the consumption and marketing of locally processed rice.

#### II. Project Components:

The Project will comprise of the following four (4) components:

<u>Component 1: Enhancement of Agricultural Production Systems.</u> The activities for this component will be carried out under the following two (2) sub-components:

- (a) Sub-component 1: Input Supply. This sub-component will involve: (i) facilitating private certified seed companies through research organizations such as Africa Rice and Sierra Leone Agricultural Research Institute (SLARI) for sourcing Breeder and/or Foundation seeds of improved varieties; (ii) ensuring about five thousand (5000) farmers have access to seeds, fertilizer, and technical services through support to out-grower schemes; (iii) facilitating establishment of small and mediums enterprises in mechanization of rice production activities with special focus on women and youth; and (iv) supporting development of soil fertility maps to enhance soil nutrient management. That inputs are supplied through the Ministry of Agriculture and Forestry E-Voucher System to Farmers consistent with Government Policy shift of Private Sector led.
- (b) Sub-component 2: Land and Water Management. This sub-component will involve: (i) development of irrigation schemes for about five thousand (5000) ha of land; (ii) carrying out detailed design of irrigation schemes and control of works; and (iii) supporting Water Users Associations (WUAs) in the development of a sustainable water management system.

<u>Component 2: Green Agro-processing Cluster Development.</u> This component will involve support for:

(a) Establishment of a milling cluster for upgrade of milling technology for operators and promote rice paddy processing through improved technologies involving: (i) about ten (10) Rubber Roll Mills 1.5 – 2T/h; (ii) about ten (10) Destoners; (iii) about ten (10) Pre-cleaners; (iv) about one (1) Color sorter; (v) Product packaging and branding; (vi) about ten (10) Bag Stitchers; (vii) about twenty (20) Axial flow



thresher cleaners produced by fabrication training; (viii) about ten (10) Threshers ordered from successful trainees; (ix) about twenty (20) Flatbed false bottom parboilers; (x) about twenty (20) Dryers; (xi) about twenty (20) Moisture meters; (xii) about two (2) Processing water supply boreholes and overhead tanks; and (xiii) Briquetting and carbonization equipment for uptake of husks;

- (b) Cluster buildings and facilities including the internal access and solar and diesel energy mix; and
- (c) Technical assistance to support the development and management of the green agroindustrial cluster.

<u>Component 3: Capacity Building and Institutional Strengthening.</u> This component will involve the following:

- (a) Training of about one hundred (100) fifty percent (50%) of which will be female in such areas like fabrication of simple equipment, operation, maintenance and repair of new equipment, modern rice production processes, quality management and who should add value to the system with the new skills;
- (b) Strengthening of technical and managerial capacity of about eight (8) youth and women agricultural organizations;
- (c) Providing financing to about fifty (50) youths to access power tillers and commence mechanization services;
- (d) Support to a Workshop at Njala University with equipment upgrade and training on Thresher fabrication to enable the engineering faculty to become a thresher fabrication training centre;
- (e) Training of about five thousand (5,000) farmers on general entrepreneurship, current Good Agricultural Practices (GAP), current Good Manufacturing Practices (cGMP), Food Product Safety and Quality Management, Branding/marketing, High-Value Rice Products, Environmental Safety Management and Managing Climate Risks;
- (f) Technical Assistance for strategic and operational capacity to the Executing Agency on land and water matters (policy and strategy for planning, monitoring and controlling of water and land, training, logistics, and equipment); and
- (g) Support for postgraduate training in: (i) Irrigation Engineering at Njala University /MAF); (ii) Hydrology at FBC and Njala University; (iii) Food Safety at Njala University; and (iv) Food Technology at Njala University.

<u>Component 4: Project Management.</u> This component will support: (a) Project Implementation Unit staffing matters, meetings of the Project Steering Committee (PSC) and Coordination, management of Project assets, partnerships and contractors; (b) Planning



including preparation of workplans and budgets; (c) Monitoring and Evaluation including preparation of the Operational Manual, monitoring and evaluation of Project activities, and reporting; (d) Procurement including preparation and publication of procurement notices and procurement plan; (e) Environmental and Social Safeguards including preparation of progress and annual audit reports; and (f) Financial Management including preparation of Procedures Manual, installation of accounting software, and preparation of financial reports and audit.

HA

# SCHEDULE II ALLOCATION OF THE GRANT

The table below indicates the categories of Eligible Expenditures to be financed out of the proceeds of the Grant and the amount allocated to each category:

Category	Expenditure In UA (Millions)								
	Local Currency	Foreign Currency	Total						
Goods	0.26	2.29	2.55						
Consulting Services	0.71	1.00	1.71						
Works	0.93	3.72	4.65						
Total cost	1.95	7.30	9.25						





# SCHEDULE III PROCUREMENT PLAN

Procurement System1	Package No.	Package Description	Category2	Lot No.3	Lot Description4	Estimated Cost (Unit of Account (UA))	Procurement Method	Pre-or Post- Qualification	Procurement Oversignt	Planned SPN Publication Date
ВРМ	1	Development of irrigation schemes including water intake and distribution including regulation systems, plots preparation including Irrigation Pipes & Pumps	Works			6.321	OCB-I	Post	Prior	20 Jun 2022
BPS	2	Internal roads	Works			0.28	OCB-N	Post	Proc Audit	20 Jun 2022
BPM	3	Rice milling housing units including supply and installation of Agro Processing Equipment including training of users and test run	Works			4.298	OCB-1	Post	Prior	20 Jun 2022
BPM	4	Parboiling housing units	Works			0.778	OCB-1	Post	Prior	20Jun 2022
BPS	5	Lockup shops housing	Works			0.397	OCB-N	Post	Proc. Audit	20 Jun 2022



Procurement System1	Package No.	Package Description	Category2	Lot No.3	Lot Description4	Estimated Cost (Unit of Account (UA))	Procurement Method	Pre-or Post- Qualification	Procurement Oversight	Planned SPN Publication Date
BPS	6	Water Supply Borehole and Overhead Tank	Works			0.019	OCB-N	Post	Proc. Audit	20 Jun 2022
BPM	7	Construction of Power Transformer/Substation	Works			0.763	OCB-I	Post	Prior	20 Jun 2022
BPS	8	Rehabilitation of workshop in Njala;	Works			0.15	OCB-N	Post	Proc. Audit	20 Jun 2022
BPS	9	Rehabilitation of maintenance workshop	Works			0.385	OCB-N	Post	Proc. Audit	20 Jun 2022
BPS	10	Rehabilitation of the Office Building	Works			0.363	OCB-N	Post	Proc. Audit	20 Jun 2022
BPS	11	MAFFS / Extension Office	Works			0.128	OCB-N	Post	Proc. Audit	20 Jun 2022
BPS	12	Rehabilitation of office building at Torma Bum	Works			0.104	OCB-N	Post	Proc. Audit	
BPM	13	Irrigation Pipes & Pumps	Goods			2.040	OCB-I	Post	Prior	30 Apr. 2022
BPS	14	Specialized equipment for water and Land management Workshop	Goods			0.232	OCB-N	Post	Proc. Aucit	30 Apr. 2022
BPS	15	Logistic for water and land management	Goods			0.112	OCB-N	Post 3	Proc. Audit	30 Apr. 2022
BPS	16	Equipment to support water users	Goods			0.232	OCB-N	Post	Proc. Audit	30 Apr. 2022
BPM	17	Supply of Breeder and/or Foundation seed of the improved varieties	Goods			0.604	Sole Source	Post	Prior	20 Feb. 2022
BPM	18	Agric Equipment including supply, training of users and test run;	Goods			2.540	OCB-I	Post	Prior	30 Apr. 2022



Procurement System1	Package No.	Package Description	Category2	Lot No.3	Lot Description4	Estimated Cost (Unit of Account (UA))	Procurement Method	Pre-or Post- Qualification	Procurement Oversight	Planned SPN Publication Date
BPS	19	Upgrade Equipment for Ngala	Goods	,		0.189	OCB-N	Post	Proc. Audit	30 Apr. 2022
BPS	20	Office Equipment for the administrative building of the industrial cluster;	Goods			0.108	OCB-N	Post	Proc. Audit	20 Feb.2022
BPS	21	Equipment for a digital market information system	Goods			0.177	OCB-N	Post	Proc. Audit	20 Feb.2022
BPS	22	Vehicles	Goods			0.140	OCB-N	Post	Proc. Audit	20 Feb.2022
BPS	23	Office and Communication Equipment including software	Goods			0.108	OCB-N	Post	Proc. Audit	20 Feb.2022
BPS	24	Financial management Software	Goods			0.021	Shopping	Post	Proc. Audit	20 Feb.2022
BPS	25	ICT equipment	Goods			0.096	OCB-N	Post	Proc. Audit	20 Feb.2022
BPS	26	Generator (30-50 KVA)	Goods			0.022	Shopping	Post	Proc. Aucit	20 Feb.2022
BPM	27	TA for knowledge development on soil fertility;	Services			0.090	IC	Post	Prior	20 Mar 2022
BPM	28	Detailed design of irrigation schemes and control of works	Services		7	0.318	QCBS	Post	Prior	15 Dec 2022
BPM	29	Technical Assistant for support on strategic and operational capacity development on land and water policy, strategy for planning	Services			0.104	IC	Post	Prior	20 Mar 2022
BPM	30	TA for cluster structuring and development including private sector development	Services			0.145	IC	Post	Prior	20 Mar 2022
BPM	31	TA for support to Land Security	Services			0.104	IC	Post	Prior	20 Mar 2022
BPM	32	TA for Marketing brand promotion and consumer advocacy and support to packaging	Services			0.104	IC	Post	Prior	20 Mar 2022
BPM	33	TA for development of a Rice	Services			0.125	IC	Post	Prior	





Procurement System1	Package No.	Package Description	Category2	Lot No.3	Lot Description4	Estimated Cost (Unit of Account (UA))	Procurement Method	Pre-or Post- Qualification	Procurement Oversight	Planned SPN Publication Date
		farmers registration and land digitalization with a digital market access system								10 Oct 2022
BPM	34	Design, construction, equipment of the industrial cluster and training.	Services			0.104	IC	Post	Prior	20 Feb 2022
ВРМ	35	Recruitment of Project Staff including (i) Rural Infrastructure engineer; (ii) Agro-processing specialist; (iii) Agronomist; (iv) Extension Officer; (v) Gender and Youth Expert; (vi) Agribusiness Development officer; (vii) Monitoring and Evaluation Officer; (viii) Environmental and Social Specialist; and (ix) an Irrigation Engineer on a need basis".	Services			0.969	IC	Post	Prior	10 Nov 2022
BPM	36	TA to facilitate establishment of Certified Seed Private companies".	Services			0.318	QCBS	Post	Prior	20 Feb 2022
BPM	37	TA Facilitate establishment of fertilizer Private companies	Services			0.318	QCBS	Post	Prior	20 Feb 2022
BPM	38	TA Development of out grower schemes	Services			0.450	QCBS	Post	Prior	20 Mar 2022
BPM	39	Memorandum of Agreement with the Sierra Leone bureau of standard for quality control	Services			0.055	Single Source	Post	Prior	20 Mar 2022
BPM	40	TA for Gender Action Plan	Services			0.027	IC	Post	Prior	20 Mar 2022
BPM	41	Technical Assistance to Ministry of Agriculture	Services			0.415	QCBS	Post	Prior	20 Mar 2022
BPM	42	TA Project manuals	Services			0.041	IC	Post	Prior	20 Mar 2022





Procurement System1	Package No.	Package Description	Category2	Lot No.3	Lot Description4	Estimated Cost (Unit of Account (UA))	Procurement Method	Pre-or Post- Qualification	Procurement Oversight	Planned SPN Publication Date
BPM	43	Financial and procurement Audit	Services			0.087	LCS	Post	Prior	10 Nov 2022
BPM	44	TA Implementation of ESMF	Services			0.069	IC	Post	Prior	20 Mar 2022
BPM	45	TA Baseline Survey	Services			0.069	IC	Post	Prior	20 Mar 2022
BPM	46	TA Mid Term Review	Services			0.035	IC	Post	Prior	20 Mar 2024
BPM	47	TA Beneficiary Impact Assessment	Services			0.035	IC	Post	Prior	20 Mar 2026
BPM	48	TA Project Implementation	Services			0.083	IC	Post	Prior	20 Mar 2022
		Total				19.986				



### SCHEDULE IV DEFINITIONS

- 1. "Abbreviated Resettlement Action Plan" or "ARAP" means a comprehensive planning document prepared by the Recipient in accordance with the Fund's Safeguards Policies that specifies the procedures which an involuntary resettlement process involving less than two hundred (200) Project affected persons (PAPs) and resulting in land acquisition, potential displacement and disruption of livelihood that are less significant, shall follow, and the actions that shall be taken to compensate PAPs and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Fund.
- 2. "Anti-Corruption Policies" means the Uniform Framework for Preventing and Combating Fraud and Corruption dated September 2006, the Whistle Blowing and Complaints Handling Policy dated January 2007, the Procurement Framework, the Cross-Debarment Agreement and the Sanctions Procedures of the African Development Bank Group issued November 18, 2014 as the same may be amended from time to time.
- 3. "Completion Report" means a comprehensive report on inter alia, the execution and the initial operation of the Project, including the costs and benefits derived and to be derived therefrom, the performance by the Recipient and the Fund of their respective obligations under the Agreement, the accomplishment of the purposes of the Grant and the plan designed to ensure the sustainability of the Project achievements, amongst others to be prepared and submitted by the Recipient to the Fund in accordance with the terms of this Agreement.
- 4. "Cross-Debarment Agreement" means the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into, amongst the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank Group and the World Bank Group as the same may be amended from time to time.
- 5. "Disbursement Handbook" means the Disbursement Handbook of the African Development Bank Group dated March 2020setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group as the same may be amended from time to time.
- 6. "Eligible Expenditures" means expenditure determined as eligible for Bank Group financing under the Policy on Expenditure Eligible for Bank Group Financing dated March 2008 as the same may be amended from time to time.
- 7. "Environmental and Social Impact Assessment" or "ESIA" means a tool to identify and assess the likely environmental and social impacts of the Project, to determine their magnitude and significance, and to define management or mitigation

HH

measures designed to avoid and minimize where possible, or if not, to offset or compensate for adverse impacts and risks.

- 8. "Environmental and Social Management Framework" or "ESMF" means a safeguard document that establishes a mechanism to determine and assess future potential environmental and social impacts of a project or programme when uncertainty remains on the project component or exact location.
- 9. "Environmental and Social Management Plan" or "ESMP" means an instrument developed as the outcome of an ESIA of the Project that sets out the action plan of environmental and social management measures to be implemented by the Recipient, as the same may be amended, supplemented or updated from time to time in concurrence with the Fund.
- 10. "Fund's Safeguards Policies" means the policies, procedures and guidelines of the Fund that concern environmental and social matters including, the Bank Group Integrated Safeguards System (Policy Statement, Operational Safeguards and Guidance Materials), the Involuntary Resettlement Policy, the Environmental and Social Assessment Procedures, the Bank Group Policy for Disclosure and Access to Information, the Bank Group Policy on Poverty Reduction, the Gender Policy as the same may be amended and revised from time to time.
- 11. "Prior Review" means the review by the Fund of the following documents with regards to procurement under the Fund's procurement methods and procedures as the same may be further defined in the Procurement Policy: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants' Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; (vi) modification of signed contracts and (vii) such other document or information that the Fund may request.
- 12. "Procurement Framework" means (i) the Procurement Policy for Bank Group Funded Operations dated October 2015 and effective January 1, 2016; (ii) the Methodology for Implementation of the Procurement Policy of the African Development Bank; (iii) the Operations Procurement Manual for the African Development Bank; and (iv) the Procurement Toolkit for the African Development Bank as the same may be amended from time to time.
- 13. "Procurement Plan" means the procurement plan for the Project set forth in Schedule III (Procurement Plan) to this Agreement prepared in accordance with the Procurement Framework indicating, among other things: (i) the particular activities required to implement the Project; (ii) the proposed methods for procurement; and (iii) the applicable review procedures as the same may be updated from time to time in agreement with the Fund.



- 14. "Project Report" means the report prepared by the Recipient pursuant to this Agreement containing project information that includes amongst others, sources and uses of funds including those committed, with the corresponding budgets, progress on project implementation made in the achievement of the results as well as progress on compliance with the environmental and social safeguards requirements including the implementation of the ESMP and the RAP, (where applicable) together with other supporting schedules and highlighting issues that require attention.
- 15. "Resettlement Action Plan" or "RAP" means a comprehensive planning document prepared by the Recipient in accordance with the Fund's Safeguards Policies that specifies the procedures that an involuntary resettlement process shall follow, and the actions that shall be taken to compensate Project affected persons and communities, as the same may be amended, supplemented or updated from time to time in concurrence with the Fund.

