

The Ag. Financial Secretary,-

Through: DFS Admin,

# REQUEST FOR PRINTING OF 235 COPIES OF THE PROJECT GRANT DOCUMENT ON ENHANCING EFFICIENCY IN PUBLIC DEBT MANAGEMENT INSTITUTIONAL SUPPORT PROJECT (EEPDMISP) FOR SUBMISSION TO PARLIAMENT ON 26<sup>TH</sup> JULY 2024

Cabinet has approved the Grant Agreement between the Government of Sierra Leone and the African Development Bank for the Project on Enhancing Efficiency in Public Debt Management Institutional Support Project (EEPDMISP). Please refer to the attached extract on CP(2024)45.

The next step is to present 235 copies of the Grant Agreement to Parliament for Ratification.

In view of the above, we write to request the photocopying of 235 copies of the attached grant document on Enhancing Efficiency on Public Debt Management Institutional Support Project (EEPDMISP) for presentation to Parliament before CoB 26<sup>th</sup> July 2024.

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Submitted for your kind approval, please.

Mathew

Director, Public Debt Management Division

25th July 2024

ATTN: Project Coordinator/DD, PDMD, EEPDMISP Procurement Specialist, EEPDMISP, PIU, MoF



# **GOVERNMENT OF SIERRA LEONE**

# **MINUTE PAPER**

# **MINISTER OF FINANCE**

 Below is Extract from Minutes of the 5<sup>th</sup> Meeting 2024, held on Wednesday 17<sup>th</sup> July, 2024

#### Memo No: CP (2024)45

# LETTER OF AGREEMENT (TRANSITION SUPPORT FACILITIES (TSF) PILLAR III) ENHANCING EFFICIENCY IN PUBLIC DEBT MANAGEMENT INSTITUTIONAL SUPPORT PROJECT (EEPDMIS) BETWEEN THE REPUBLIC OF SIERRA LEONE AND THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND

# SUMMARY OF PROPOSAL

The Minister of Finance presented proposal for Cabinet to:

- approve the Letter of Agreement Transition Support Facility (TSF) Pillar III (Enhancing Efficiency in Public Dept Management Institutional Support (EEPDMIS) Project) between the Republic of Sierra Leone and the African Development Fund and the African Development Bank in a grant amount of UA1,000,000 (equivalent to US\$1,200,000) dated 5 July, 2023;
- authorize the Minister of Finance to lay the above-mentioned grant Letter of Agreement in Parliament for notification in accordance of Section 118 (7) of the 1991 Constitution (Act No.6 of 1991); and
- authorize the Attorney General and Minister of Justice to issue a Legal Opinion on the above-mentioned Grant Letter of Agreement.
- iv. authorize the Minister of Finance to lay the said Agreement in Parliament for ratification; and

The overall objective of this project is to contribute to macro-economic stability resulting from better resource utilization through debt optimization. Specifically, the project will promote effective and efficient public debt management operations and practices through improved institutional frameworks, enhanced debt transparency and staff capacity. The project will support: (a) review of legal and operational tools for effective public debt management; (b) transitioning from the commonwealth-Secretariat Debt Recording and Management System to the Commonwealth Secretariat Meridian Debt Management System; (c) Capacity building of staff in critical areas for managing and monitoring public debt and domestic arrears and accessing climate finance.

The direct project beneficiaries are the Ministry of Finance (Public Debt Management Unit), the Audit Service Sierra Leone, and the Bank of Sierra Leone who have mandates to lead implementation of various activities under the project such as public debt management, undertaking audits and developing financial markets. These will work with other stakeholders including Members of Parliament, Civil Society Organizations (CSOs) who are key in monitoring and providing oversight on public debt. The indirect beneficiaries are the people of Sierra Leone through improved and well-managed public debt, efficient use of public resources and increased transparency, improved governance and reduced burden to pay the country's debt and arrears.

# CABINET DECISION CABINET:

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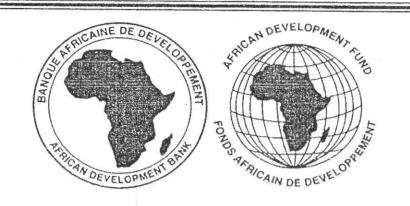
- approved the proposal presented by the Minister of Finance
- noted the statement by His Excellency the President that the Ministry of Finance should establish a centralized dashboard system within the Ministry to monitor the implementation of all donor funded projects in Sierra Leone, that the Project Fiduciary Management Unit (PFMU), Integrated Project Administration Unit (IPAU), Multilateral Project Division (MPD) among others should be strengthened.

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for: Secretary to the Cabinet and Head of the Civil Service

18TH JULY, 2024



PROJECT: P-SL-KF0-013 GRANT No.: 5900155018308

# LETTER OF AGREEMENT

# TRANSITION SUPPORT FACILITY (TSF) PILLAR III

ENHANCING EFFICIENCY IN PUBLIC DEBT MANAGEMENT INSTITUTIONAL SUPPORT (EEPDMIS) PROJECT

# **REPUBLIC OF SIERRA LEONE**

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# AFRICAN DEVELOPMENT BANK AFRICAN DEVELOPMENT FUND

VICE-PRESIDENCY REGIONAL DEVELOPMENT, INTEGRATION AND BUSINESS DELIVERY

Headquarters Address: African Development Bank African Development Fund 01 B.P. 1387 Abidjan 01 COTE D'IVOIRE Telephone: (225) 2720264444/3900 Web Site: www.afdb.org



#### VICE PRESIDENT – RDVP

Date <u>3rd July 2023</u>

Mr. Sheku A. Bangura Minister of Finance Ministry of Finance Treasury Building George Street Freetown REPUBLIC OF THE SIERRA LEONE Tel : (232) 76 61 12 25/76 30 40 00 E-mail : <u>minister@mof.gov.sl</u> fsecretary@mof.gov.sl

Dear Sir,

RE: Republic of Sierra Leone: Transition Support Facility (TSF) Pillar III, Project ID. No. P-SL-KF0-013 Grant No. 5900155018308 – Enhancing Efficiency in Public Debt Management Institutional Support (EEPDMIS) Project - LETTER OF AGREEMENT

In response to the request for financial assistance made on behalf of the Republic of Sierra Leone (the "Recipient"), I am pleased to inform you that the African Development Bank (the "Bank") and the African Development Fund (the "Fund") (collectively the "Bank"), acting as administrators of grant funds under the Transition Support Facility (TSF), proposes to extend to the Recipient a grant of an amount not exceeding One Million Units of Account (UA 1,000,000.00) (the "Grant") on the terms and conditions set forth or referred to in this letter of agreement which includes the attached Annexes (the "Agreement"), to assist in the financing of

the Enhancing Efficiency in Public Debt Management Institutional Support Project (the "Project") described in Article III (*Project Description and Execution*) of Annex I to this Agreement.

This Grant is funded out of the Transition Support Facility (TSF) Pillar III for which the Bank receives contributions and the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Please confirm the Recipient's agreement with the foregoing by having an authorized official of the Recipient, initial, sign and date the enclosed copy of this Agreement, and returning it to the Bank. This Agreement shall enter into force as of the date of the countersignature. Provided, however, that the Grant shall be deemed cancelled if the Agreement is not countersigned within ninety (90) days, unless the Bank shall have established a later date for such purpose.

Sincerely Yours, **AFRICAN DEVELOPMENT BANK AND AFRICAN DEVELOPMENT FUND** (As Administrators of the Transition Support Facility)

Halima HASH Country Manager Sierra Leone Country Office

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# AGREED ON BEHALF OF: REPUBLIC OF SIERRA LEONE

Sheku/A. BANGURA Minister of Finance

TH July 2023 Date:

## **Enclosures:**

- 1. The Standard Conditions Applicable to Grants Made by the African Development Bank and the African Development Fund from the Resources of Various Funds; and.
- 2. The African Development Bank Disbursement Handbook.

# PROJECT: P-SL-KF0-013 GRANT No.: 5900155018308

#### ANNEX I

# Article I Standard Conditions - Definitions

Section 1.01. <u>Standard Conditions.</u> The Standard Conditions Applicable to Grants Made by the African Development Bank and the African Development Fundfrom the Resources of Various Funds, dated May 2019 as amended from time to time (the "Standard 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 Standard Conditions or in Annex III (*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 Entry into Force and Disbursement

Section 2.01. <u>Entry into Force.</u> This Agreement shall enter into force upon signature by the Recipient and the Bank.

Section 2.02. Disbursement.

- (a) The proceeds of the Grant shall be disbursed to the Recipient in accordance with the provisions of: (i) Article IV (*Disbursement of Grant*) of the Standard Conditions; (ii) the Disbursement Handbook; (iii) Article II (*Entry into Force and Disbursement*) of this Agreement; and (iv) such additional instructions as the Bank may specify by notice to the Recipient, to finance Eligible Expenditures as set forth in Annex II (*Allocation of the Grant*) to this Agreement.
- (b) The Grant shall be disbursed in United States Dollars (USD) and/or Euro (EUR).

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(c) The Grant may be disbursed using the Direct Payment and/or Special Account disbursement methods as well as other available methods of disbursement as may be required in accordance with the Disbursement Handbook.

Section 2.03. <u>Conditions Precedent to First Disbursement</u>. In addition to the provisions of Section 2.01 (*Entry into Force*) of this Agreement, the obligation of the Bank to make the first disbursement of the Grant shall be subject to the satisfaction of the following condition by the Recipient:

(a) submission of evidence of designation of staff for the Project Implementation Unit (PIU) within the Executing Agency with qualifications and terms of reference acceptable to the Fund, as follows: (i) Project Coordinator; (ii) Project Accountant (iii) Procurement Officer; and (iv) Monitoring and Evaluation Officer.

Section 2.04. <u>Closing Date</u>. For purposes of Section 5.03 (*Cancellation by the Bank*) of the Standard Conditions, the Closing Date shall be <u>30<sup>th</sup> April 2025</u>, or such later date as shall be agreed upon in writing between the Recipient and the Bank.

Section 2.05. <u>Funding Shortfall</u>. In accordance with Section 4.08 (*Funding Shortfall*) of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to the Bank for the Project, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

# Article III Project Description and Execution

#### Section 3.01. Project Objectives and Description.

(a) The overall objective of the Project is to contribute to macro-economic stability resulting from better resource utilization through debt optimization. Specifically, the Project will promote effective and efficient public debt management operations and practices through improved institutional frameworks, enhanced debt transparency and staff capacity. The Project will support: (a) review of legal and operational tools for effective public debt management; (b) transitioning from the Commonwealth-Secretariat Debt Recording and Management System to the Commonwealth Secretariat Meridian Debt Management System; (c) capacity building of staff in critical areas for managing and monitoring public debt and domestic arrears and accessing climate finance.

- (b) The Project consists of the following three (3) components:
  - (i) <u>Component 1: Strengthening capacity in management of public debt.</u> This component seeks to support Government's efforts to manage its public debt in a sustainable manner through strong and modern legal and policy framework, deployment of inclusive and sound debt management strategy, diversified sources of debt financing and well managed domestic arrears which affect the debt portfolio. This will be achieved through two sub-components, namely:
    - 1. Improving regulatory and institutional framework for public debt management: The objective of this sub-component is to support Government to modernize its legal framework, public debt operational manual and strengthen capacity of staff in managing public debt. The activities to be supported are: (a) review of the Public Debt Management Act 2011 and its draft Regulations; (b) review the public debt operational manual; (c) support development of an electronic Arrears Profiling database (for the management of Domestic Arrears); and (d) support various capacity building interventions including establishment of the Public Debt Management Policy Committee (PDMPC), building capacity of National Team including Civil Society Organizations (CSOs) in undertaking a national Debt Management Performance Assessment (DeMPA), undertaking annual reviews of Medium-Term Debt Strategy (MTDS) and undertaking a Debt Sustainability Analysis. The DeMPA training will be followed by a DeMPA self-assessment.
    - 2. Supporting development of domestic debt market: The sub-component seeks to complement the on-going Multinational Development of Domestic Debt Market in WAMZ (Phase I) Project in supporting development of the domestic debt market. The activities to be supported are: (a) review Guidelines for Primary Dealership Arrangement in the financial sector; (b) support development of a robust communication and capacity development strategy; (c) support awareness and sensitization and capacitation of market players on debt instruments and securities; and (d) provide training on development of domestic debt market including on innovative financing such as issuance of Sukuk, green and other international bonds, Capital Markets Development and stock market operations, and-Climate-Change-Financing. The Bank aims to also promote securitization of remittances, diaspora bonds, debt-for-nature swap and others innovative financing.

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 (ii) <u>Component 2: Strengthening capacity and transparency in public debt reporting</u>. This component seeks to enhance efficiency and transparency in management of public debt in Sierra Leone. This will be achieved through two sub-components:
(1) strengthen system for public debt management recording and reporting; and

(2) building capacity in public debt oversight and reporting.

- Strengthen system for public debt management recording and reporting: This aims to promote efficiency in management of public debt statistics in Sierra Leone. With increasing debt levels and the call to have up-to-date and timely statistical data on public debt, improved debt recording, and reporting systems are imperative. The sub-component will support transitioning from the Commonwealth-Secretariat Debt Recording and Management System (CS-DRMS) to Commonwealth Secretariat Meridian Debt Management System (CS-MDMS). It will include: (a) undertaking a business process review; (b) data validation and migration; (c) procurement of hardware and software; (d) integrating the CS-MDMS with the Free Balance (IFMIS) at the Accountant General's Department, and the Scriptless Securities and Settlement Systems (SSSS) database at the Bank of Sierra Leone; and (e) staff training on use and management of the CS-MDMS.
- 2. Building capacity in public debt oversight and reporting: This aims to promote debt transparency by ensuring that adequate information is provided on the state of public debt on a regular basis and is published. This sub-component will: (a) support reconciliation of debt data especially with external creditors; (b) support regular publication of public debt reports, including publication of liabilities of the biggest State-Owned Enterprises (SoEs) to help track contingent liability exposures in line with the provisions of the Public Debt Management Act. It will also include supporting the development and validation of debt related reports submitted to Parliament; (c) review an audit operational manual to include audit of CS-MDMS and domestic arrears; (d) train auditors (internal and external) on public debt auditing and support in undertaking a public debt performance audit; (e) train Parliamentarians on debt reporting, statistics and scrutiny; and (f) provide support for strengthening the operations/functions of the Expanded Cash and Debt Management Committee.

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#### (iii) Component 3: Project management

The Component will support the Public Debt Management Division to coordinate implementation of project activities including strategic oversight, procurement, financial management, monitoring and evaluation, and external audit services.

Section 3.02. <u>Project Execution Generally.</u> 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 applicable policies of the Bank including amongst others:

- (a) the provisions of Article VII (Project Implementation Cooperation and Information) of the Standard Conditions;
- (b) the Anti-Corruption Policies; and
- (c) this Agreement.

## Section 3.03. Institutional and other Arrangements.

- (a) The Recipient's Ministry of Finance shall be the Executing Agency for the Project.
- (b) The Recipientshall cause the Executing Agency to maintain the Public Debt Management Division (PDMD) within its structures as the Project Implementation Unit (PIU), responsible for Project coordination and implementation. The PIU shall remain operational at all times until completion of the Project, with the mandate, staffing and resources acceptable to the Bank.
- (c) The PIU shall comprise *inter alia* the following members: (i) Project Coordinator; (ii) Project Accountant; (iii) Procurement Officer; and (iv) Monitoring and Evaluation Officer, with qualifications and terms of reference acceptable to the Fund.
- (d) The PIU will be supported by technical specialists who will be appointed from Ministry of Finance (Public Debt Management Unit), the Audit Service of Sierra Leone and the Bank of Sierra Leone, under the Project to spearhead the day-to-day implementation of their respective activities.
- (e) The Executing Agency shall be responsible for *inter alia* the following:
  - (i) the day-to-day implementation of the Project including preparation and submission of the Project quarterly progress reports, interim quarterly financial reports, annual audited financial statements, and audit report to the Bank;

- (ii) facilitating collaborations with stakeholders; and
- (iii) all Project related monitoring and evaluation activities including compliance with the Bank's procurement, financial management and control requirements.
- (f) The Recipient shall cause the Project Fiduciary Management Unit (PFMU) within the structures of the Executing Agency to manage the fiduciary arrangements of the Project, while the Audit Service of Sierra Leone will be in charge of the external audit of the Project.
- (g) The Recipient shall cause the establishment of a Project Steering Committee (PSC), which shall be responsible for providing strategic oversight and overall guidance to the Project. The PSC shall meet at least once every six (6) months and be responsible for reviewing and approving the annual work plans and budgets, implementation progress reports and resolve implementation problems affecting Project progress.
- (h) The PSC shall comprise of the (a) Financial Secretary; (b) Director for PDMD; (c) Director for PFMU; (d) Director for Financial Markets (all under the Executing Agency); (e) Auditor General; and (f) Governor for the Bank of Sierra Leone.

Section 3.04. <u>Environmental and Social Safeguards</u>. The Recipient shall, and shall cause the Executing Agency, all its contractors, sub-contractors and agents to carry out the Project in accordance with the Bank's Safeguards Policies and the applicable national legislation in a manner satisfactory to the Bank.

Section 3.05. <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 Bank, provide proof of assignment of staff to support Project implementation with qualifications and terms of reference acceptable to the Fund and provision of other operational costs in a manner acceptable to the Bank, as its in-kind contribution (the "Counterpart Contribution") towards the costs of the Project.

Section 3.06. Visit.

(a) For the purposes of Section 7.02 (Cooperation, Information and Publicity) of the Standard Conditions, the Recipient shall, upon the Bank's request, take all measures required on its part to enable the representatives of the Bank to visit any part of the Recipient's territory for purposes related to the Project.



#### Section 3.07. Project Report and Completion Report.

- (a) The Recipient shall monitor the progress of the Project and prepare Project Reports in accordance with the provisions of Section 7.08 (Accounts, Records and Audit) of the Standard Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one (1) calendar quarter and shall be furnished to the Bank not later than forty-five days (45) days after the end of the period covered by such report.
- (b) The Recipient shall prepare and submit to the Bank a Completion Report, pursuant to Section 7.09 (*Completion Report*) of the Standard Conditions, no later than six (6) months after the Closing Date.

#### Section 3.08. Financial Management.

- (a) <u>Internal Control.</u> The Recipient shall maintain and shall cause the Executing Agency to maintain proper records and procedures in accordance with the provisions of Section 7.08 (Accounts, Records and Audit) of the Standard Conditions.
- (b) <u>Interim Financial Reporting.</u> Without limitations to the provisions of Section 3.08. (*Financial Management*) of this Agreement, the Recipient shall prepare and furnish to the Bank un-audited quarterly interim financial reports (IFRs) for the Project no later than forty-five (45) days after the end of the respective quarter in form and substance satisfactory to the Bank.

# (c) <u>Financial Audit.</u>

- (i) The Recipient shall have its financial statements for the Project audited in accordance with audit terms of reference acceptable to the Bank by the Audit Service Sierra Leone or a competitively recruited independent auditor appointed by the Recipient with the approval of the Bank.
- (ii) Each audit of the financial statements shall cover either:
  - (a) the entire activity implementation period if the implementation of the activity takes place over a period not exceeding twenty-four (24) months;

OR

- (b) if implementation period exceeds twenty-four (24) months the project financial statements will be subjected to two (2) audits: at mid-term and at closure.
- (iii) The audit report shall comprise inter alia: (i) a complete set of financial statements of the entire Project implementation period with the auditor's opinion on the said financial statements, and (ii) the management letter, and shall be furnished to the Bank no later than six (6) months after the period being audited.
- (iv) The cost of the external audit will be borne out of the proceeds of the Grant.

# Section 3.09. Procurement.

- (a) All Goods, Non- Consulting Services and Consulting Services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the Procurement Framework and the provisions of the Recipient's procurement plan for the Project and set forth in Annex IV (*Procurement Plan*) of this Agreement which may be amended from time to time in accordance with the provisions of paragraph (c) below.
- (b) <u>Definitions.</u> Unless the context otherwise requires, the capitalized terms used in this Section 3.09 (*Procurement*) including those describing particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Framework.
- (c) <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 Bank's prior approval.
- (d) Use of the Bank's Procurement Methods and Procedures ("PMPs").
  - (i) <u>Eligibility:</u> The Recipient shall ensure that the proceeds of the Grant are used exclusively for procurement of goods produced in, and services supplied from, the territories of the Member States of the Bank.
  - (ii) <u>Methods.</u> Each contract for Goods, Non-Consulting Services and Consulting Services required for the Project shall be procured in accordance with the Bank's

Procurement Methods and Procedures using the relevant Standard Solicitation Documents and the methods prescribed in the Procurement Plan.

#### (iii) **Procurement Oversight:**

- (A) The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review and Post Review.
- (B) In accordance with Section 7.12 (a) (iii) (Visit) of the Standard Conditions, the Bank 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.

# Article IV Additional Remedies of the Bank

Section 4.01. Other Events of Suspension. For the purpose of Section 5.02 (a) (xiii) (*Other Events of Suspension*) of the Standard Conditions, the other events of suspension of the Grant consist of the following:

(a) Any circumstance arising which in the opinion of the Bank interferes with or threatens to interfere with the successful completion of the Project or the accomplishment of its purposes.

Section 4.02. <u>Events of Cancellation</u>. The Bank may, by notice to the Recipient, cancel the whole or part of the Grant, as the case may be, if any of the events listed in Section 5.03 (*Cancellation by the Bank*) of the Standard Conditions occur.

# Article V Authorized Representatives, Date, Addresses

Section 5.01. <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 Standard Conditions.

Section 5.02. <u>Addresses</u>. The following addresses are specified purposes of Article IX (*Miscellaneous Provisions*) of the Standard Conditions:

For the Recipient:

Mailing Address: Ministry of Finance Treasury Building George Street Freetown REPUBLIC OF THE SIERRA LEONE Tel : (232) 76 61 12 25/76 30 40 00 E-mail : <u>minister@mof.gov.sl</u> <u>fsecretary@mof.gov.sl</u>

Attention:

The Minister of Finance

For the Bank:

Headquarters Mail Address: African Development Bank 01 B.P. 1387 Abidjan 01

REPUBLIC OF COTE D'IVOIRE

Attention:

The Director, Governance and Economic Reforms (ECGF)

Tel: (225) 27 20 26 44 44/27.20.26.39.00

Sierra Leone Country Office Mailing Address: African Development Bank Group 13 Lamina Sankoh Street 5th & 6th floor, Bishop Building Freetown, Sierra Leone Tel: (232) 76541328 REPUBLIC OF SIERRA LEONE

Attention:

The Country Manager Sierra Leone Country Office

# ANNEX II ALLOCATION OF THE GRANT

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

Category	Expenditure in UA (Millions)					
Goods	147.7					
Consulting Services	267.4					
Non-Consulting services	510.5					
Operational Costs Miscellaneous and Audits / Other	74.4					
Total cost	1,000.0					

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# ANNEX III DEFINITIONS

- 1. "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-Dcbarment Agreement and the Sanctions Procedures of the African Development Bank Group issued 18 November, 2014 as the same may be amended from time to time
- 2. **"Bank's Safeguards Policies"** means policies, procedures and guidelines of the Bank 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.
- 3. **"Completion Report"** means a comprehensive report on inter alia, the execution and the initial operation of the Project, including the cost and benefits derived and to be derived therefrom, the performance by the Recipient and the Bank 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 Bank in accordance with the terms of this Agreement.
- 4. "Cross-Debarment Agreement" means 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. **"Date of the Agreement"** means the date of countersignature of the Agreement by the Recipient.
- 6. "Disbursement Handbook" means the Disbursement Handbook of the African Development Bank Group dated March 2020 setting out the disbursement policies, guidelines, practices, and procedures of the Bank Group the same may be amended from time to time.

- 7. **"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.
- 8. "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.
- 9. "Procurement Plan" means the procurement plan for the Project set forth in Annex IV (*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 shall be updated from time to time in agreement with the Bank.
- 10. **"Project Report"** means the report prepared by the Recipient pursuant to this Agreement containing project information that includes sources and uses of funds including those committed, with the corresponding budgets, progress on project implementation made in the achievement of the results together with supporting schedules and highlighting issues that require attention.

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#### ANNEX IV PROCUREMENT PLAN

Procurement System <sup>1</sup>	Package No.	Package Description	Category <sup>2</sup>	Lot No.3	Lot Description <sup>4</sup>	Estimated Cost (Unit of Account)	Procurement Method	Pre-or Post- Qualification	Procureme nt Oversight <sup>5</sup>	Planned SPN Publication Date
BPM	1	Procurement of ICT equipment for DMS	Goods			95.04	NCB	Post	Prior	20 -Feb-23
	2	Software for replication, licencing and support	Goods			12.15	Shopping	Post	Prior	30-Mar-23
BPM	3	Production (printing) of Semi-annual Debt Statistical Bulletin	Goods			40.51	Shopping	Post	Prior	30-Mar-23
BPM	4	Consultant to review the Public Debt Management Act 2011 and its Regulations	Services			24.31	Individual Consultancy	Post	Prior	30 May 2023

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	BPM	5	Consultant to review of draft procedures manual for debt management	Services	12.15	Individual Consultancy	Post	Prior	30 May 2023
	BPM	6	Consultancy to develop an Arrears Profiling System (electronic) for the management of Domestic Arrears Database- an accounting exercise	Services	24.31	Individual Consultancy	Post	Prior	30 May 2023
	BPM	7	Engage consultant to train staff on DeMPA and support them to undertake a DeMPA	Services	20.26	Individual Consultancy	Post	Prior	1-May-23
_	BPM	8.	Undertake a study on social and gender impact of debt	Services	12.15	Individual Consultancy	Post	Prior	1-May-23
-	BPM	9	Engage training facilitators (2) for debt management training	Services	16.21	Individual Consultancy	Post	Prior	1-May-23
	BPM	10	Review of Primary Dealership Arrangement in the financial sector consultancy	Services	20.26	Individual Consultancy	Post	Prior	1-May-23

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		Total		423.2				
BPM	17	financial audit	Services	8.10	LCS	Post	Prior	1-Nov-2
BPM	16	Hire consultant to review audit manual	Services	12.15	Individual Consultancy	Post	Prior	1-May-2
BPM	15	Hiring of consultant to train auditors and MPs	Services	20.26	Individual Consultancy	Post	Prior	1-May-2
BPM	14	Consultants (2) for API development (IFMIS Freebalance & SSS)	Services	52.67	Individual Consultancy	Post	Prior	1-May-2
BPM	13	Engage consultant for data verification in the DMS	Services	24.31	Individual Consultancy	Post	Prior	1-May-2
BPM	12	Hire a Business Process Review consultant	Services	12.15	Individual Consultancy	Post	Prior	1-May-2
BPM	11	Development of a robust communication and capacity development strategy for development of secondary markets	Services	16.21	Individual Consultancy	Post	Prior	1-May-2.

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