

CONFORMED COPY

GEF TRUST FUND GRANT NUMBER TF 023658

Project Agreement

(National Parks Conservation and Management Program Support Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

and

CENTRE NATIONAL DE GESTION DES RESERVES DE FAUNE

Dated April 21, 2000

GEF TRUST FUND GRANT NUMBER TF 023658

PROJECT AGREEMENT

AGREEMENT, dated April 21, 2000, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank), acting as an implementing agency of the Global Environment Facility (GEF) and CENTRE NATIONAL DE GESTION DES RESERVES DE FAUNE (CENAGREF).

WHEREAS (A) by the Global Environment Facility Trust Fund Grant Agreement of even date herewith between the REPUBLIC OF BENIN (the Recipient) and the Bank, the Bank has agreed to make available to the Recipient an amount in various currencies equivalent to five million Special Drawing Rights (SDR 5,000,000), on the terms and conditions set forth in the Global Environment Facility Trust Fund Grant Agreement, but only on condition that CENAGREF agree to undertake such obligations toward the Bank as are set forth in this Agreement;

(B) by a Convention to be entered into between the Recipient and CENAGREF, the proceeds of the Grant provided for under the Global Environment Facility Trust Fund Grant Agreement will be made available to CENAGREF on the terms and conditions set forth in said Convention; and

WHEREAS CENAGREF, in consideration of the Bank's entering into the Global Environment Facility Trust Fund Grant Agreement with the Recipient, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Global Environment Facility Trust Fund Grant Agreement, the Preamble to this Agreement and the General Conditions (as so defined) have the respective meanings therein set forth.

ARTICLE II

Execution of the Project

Section 2.01. (a) CENAGREF declares its commitment to the objectives of the Project as set forth in Schedule 2 to the Global Environment Facility Trust Fund Grant Agreement and, to this end, shall carry out the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical and environmental practices, and shall provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section, and except as the Bank and CENAGREF shall otherwise agree, CENAGREF shall carry out the Project in accordance with the Implementation Program set forth in Schedule 2 to this Agreement.

Section 2.02. Except as the Bank shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be governed by the provisions of Schedule 1 to this Agreement.

Section 2.03. (a) CENAGREF shall carry out the obligations set forth in Sections 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, and maintenance, respectively) in respect of the Project Agreement.

(b) For the purposes of Section 9.07 of the General Conditions, and without limitation thereto, CENAGREF shall assist the Recipient in carrying out its obligations under Section 3.03 of the Global Environment Facility Trust Fund Grant Agreement.

Section 2.04. CENAGREF shall duly perform all its obligations under the Convention. Except as the Bank shall otherwise agree, CENAGREF shall not take or concur in any action which would have the effect of amending, abrogating, assigning or waiving the Convention or any provision thereof.

Section 2.05. (a) CENAGREF shall, at the request of the Bank, exchange views with the Bank with regard to the progress of the Project, the performance of its obligations under this Agreement, the Convention and the Project Implementation Manual and other matters relating to the purposes of the Grant.

(b) CENAGREF shall promptly inform the Bank of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the Grant or the performance by CENAGREF of its obligations under this Agreement, the Convention and the Project Implementation Manual.

(c) Without Prejudice to the generality of the foregoing, CENAGREF shall participate fully in the reviews referred to in Part B, paragraphs 1 (a) and 2 (a) of Schedule 3 to the Global Environment Facility Trust Fund Grant Agreement and, to this end, shall, (A) furnish to the Recipient and the Bank such reports as may be required for that purpose, and in such detail as the Recipient or the Bank shall reasonably request, on the progress and status of the Project, and (B) following each annual review, act promptly and diligently in order to take, or assist the Recipient in taking, any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, or to implement, or assist the Recipient in implementing, such other measures as may have been agreed upon between the parties in furtherance of the objectives of the Project.

ARTICLE III

Management and Operations of CENAGREF

Section 3.01. CENAGREF shall carry on its operations and conduct its affairs in accordance with sound administrative, financial, technical and environmental practices under the supervision of qualified and experienced management, assisted by competent staff in adequate numbers.

Section 3.02. CENAGREF shall at all times operate and maintain its buildings, office space, machinery, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound engineering, financial, technical and environmental practices.

Section 3.03. CENAGREF shall take out and maintain with responsible insurers, or make other provision satisfactory to the Bank for, insurance against such risks and in such amounts as shall be consistent with appropriate practice.

ARTICLE IV

Financial Covenants

Section 4.01. (a) CENAGREF shall maintain records and accounts adequate to reflect, in accordance with sound accounting practices, its operations and financial condition.

(b) CENAGREF shall:

(i) have its records, accounts and financial statements (balance sheets, statements of income and expenses and related statements) for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Bank;

(ii) furnish to the Bank as soon as available, but in any case not later than six months after the end of each such year: (A) certified copies of its financial statements for such year audited; and (B) the report of such audit by said auditors as so such scope and in such detail as the Bank shall have of reasonably requested; and

(iii) furnish to the Bank such other information concerning said records, accounts and financial statements as well as the audit thereof, as the Bank shall from time to time reasonably request.

ARTICLE V

Effective Date; Termination;
Cancellation and Suspension

Section 5.01. This Agreement shall come into force and effect on the date upon which the Global Environment Facility Trust Fund Grant Agreement becomes effective.

Section 5.02. This Agreement and all obligations of the Bank and of CENAGREF thereunder shall terminate on the date on which the Global Environment Facility Trust Fund Grant Agreement shall terminate in accordance with its terms, and the Bank shall promptly notify CENAGREF thereof.

Section 5.03. All the provisions of this Agreement shall continue in full force and effect, notwithstanding any cancellation or suspension under the General Conditions.

ARTICLE VI

Miscellaneous Provisions

Section 6.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Bank:

International Bank for
Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

248423 (MCI) or
64145 (MCI)

For CENAGREF:

Centre National de Gestion des Réserves de Faune
01 B.P. 393 RP
Cotonou
Republic of Benin

Section 6.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of CENAGREF may be taken or executed by the Director General or such other person or persons as the Director General shall designate in writing, and CENAGREF shall furnish to the Bank sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 6.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Callisto Madava

Regional Vice President
Africa

CENTRE NATIONAL DE GESTION
DES RESERVES DE FAUNE

By /s/ Abdoulaye Bio Tchane

Authorized Representative

SCHEDULE 1

Procurement and Consultants' Services

Section I. Procurement of Goods and Works

Part A: General

Goods and works shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 and revised in January and August 1996, September 1997 and January 1999 (the Guidelines) and the following provisions of Section I of this Schedule.

Part B: International Competitive Bidding

1. Except as otherwise provided in Part C of this Section, goods shall be procured under contracts awarded in accordance with the provisions of Section II of the Guidelines and paragraph 5 of Appendix 1 thereto.

2. The following provisions shall apply to goods to be procured under contracts awarded in accordance with the provisions of paragraph 1 of this Part B.

(a) Grouping of Contracts

To the extent practicable, contracts for goods shall be grouped in bid packages estimated to cost \$100,000 equivalent or more each.

(b) Preference for Domestically Manufactured Goods

The provisions of paragraphs 2.54 and 2.55 of the Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Recipient.

Part C: Other Procurement Procedures

1. National Competitive Bidding

Goods estimated to cost less than \$100,000 equivalent per contract, up to an aggregate amount not to exceed \$200,000 equivalent, and works may be procured under contracts awarded in accordance with the provisions of paragraphs 3.3 and 3.4 of the Guidelines.

2. National Shopping

Goods estimated to cost less than \$20,000 equivalent per contract, up to an aggregate amount not to exceed \$100,000 equivalent, may be procured under contracts awarded on the basis of national shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

3. Direct Contracting

Goods and works which: (i) should be procured as an extension of an existing contract must be purchased from the original supplier to be compatible with existing equipment, or (ii) are of a proprietary nature, or (iii) must be procured from a particular supplier as a condition of a performance guarantee, and costing \$100,000 equivalent or less in the aggregate, may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraph 3.7 of the Guidelines.

4. Procurement from UN Agencies

Vehicles and computers may be procured from IAPSO in accordance with the provisions of paragraph 3.9 of the Guidelines.

5. Community Participation

Goods and works required for Parts B.3 and C.3 of the Project shall be procured in accordance with procedures acceptable to the Bank.

6. Procurement of Small Works

Works estimated to cost less than \$30,000 equivalent per contract, up to an aggregate amount not to exceed \$400,000 equivalent, may be procured under lump-sum, fixed-price contracts awarded on the basis of quotations obtained from three (3) qualified domestic contractors in response to a written invitation. The invitation shall include a detailed description of the works, including basic specifications, the required completion date, a basic form of agreement acceptable to the Bank, and relevant drawings, where applicable. The award shall be made to the contractor who offers the lowest price quotation for the required work, and who has the experience and resources to complete the contract successfully.

Part D: Review by the Bank of Procurement Decisions

1. Procurement Planning

Prior to the issuance of any invitations to prequalify for bidding or to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods and works shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

With respect to each contract for goods and works estimated to cost the equivalent of \$100,000 or more, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of Consultants

Part A: General

Consultants' services shall be procured in accordance with the provisions of the Introduction and Section IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in January 1997 and revised in September 1997 and January 1999 (the Consultant Guidelines) and the following provisions of Section II of this Schedule.

Part B: Quality- and Cost-Based Selection

1. Except as otherwise provided in Part C of this Section, consultants' services shall be procured under contracts awarded in accordance with the provisions of Section II of the Consultant Guidelines, paragraph 3 of Appendix 1 thereto, Appendix 2 thereto, and the provisions of paragraphs 3.13 through 3.18 thereof applicable to quality- and cost-based selection of consultants.

2. The following provisions shall apply to consultants' services to be procured under contracts awarded in accordance with the provisions of the preceding paragraph. The shortlist of consultants for services estimated to cost less than \$50,000 equivalent per contract, may comprise entirely national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.

Part C: Other Procedures for the Selection of Consultants

1. Single Source Selection

Services which are estimated to cost less than \$50,000 equivalent per contract may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraphs 3.8 through 3.11 of the Consultant Guidelines.

2. Individual Consultants

Services for tasks that meet the requirements set forth in paragraph 5.01 of the Consultant Guidelines shall be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.1 through 5.3 of the Consultant Guidelines.

Part D: Review by the Bank of the Selection of Consultants

1. Selection Planning

Prior to the issuance to consultants of any requests for proposals, the proposed plan for the selection of consultants under the Project shall be furnished to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Consultant Guidelines. Selection of all consultants' services shall be undertaken in accordance with such selection plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract estimated to cost the equivalent of \$100,000 or more, the procedures set forth in paragraphs 1, 2 (other than the third subparagraph of paragraph 2(a)) and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(b) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of \$50,000 or more, but less than the equivalent of \$100,000, the procedures set forth in paragraphs 1, 2 (other than the second subparagraph of paragraph 2(a)) and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(c) With respect to each contract for the employment of individual consultants estimated to cost the equivalent of \$25,000 or more, the qualifications, experience, terms of reference and terms of employment of the consultants shall be furnished to the Bank for its prior review and approval. The contract shall be awarded only after said approval shall have been given.

3. Post Review

With respect to each contract not governed by paragraph 1 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Consultant Guidelines shall apply.

SCHEDULE 2

Implementation Program

1. Except as the Bank shall otherwise agree, CENAGREF shall: (i) implement the Project in accordance with the policies, procedures, timetables, guidelines, and other arrangements set out in the Project Implementation Manual; and (ii) not amend or waive, or permit to be amended or waived, the Project Implementation Manual, or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project or any part thereof.

2. CENAGREF shall ensure that the positions of Director General, Administration and Financial Director, Technical Director, Director of Operations-Pendjari Complex and Director of Operations-W Complex, at all times during the execution of the Project, shall be kept filled by persons who shall be employed in accordance with the provisions of Section II of Schedule 1 to this Agreement.

3. CENAGREF shall:

(a) maintain policies and procedures adequate to enable it to monitor and

evaluate on an ongoing basis, in accordance with indicators satisfactory to the Bank, the carrying out of the Project and the achievement of the objectives thereof;

(b) commencing six months after the Effective Date, cause CENAGREF to furnish to the Bank six-monthly reports, of such scope and in such detail as the Bank shall reasonably request, on the progress of the Project; these reports shall be furnished to the Bank not later than 30 days after the elapsed six-month period; and

(c) review with the Bank, not later than 90 days after the elapsed six-month period, or such later date as the Bank shall request, the report referred to in subparagraph (b) of this paragraph 3 and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.

