

CONFORMED COPY

CREDIT NUMBER 3171-MOZ

Development Credit Agreement

(Agricultural Sector Public Expenditure Program)

between

REPUBLIC OF MOZAMBIQUE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 4, 1999

CREDIT NUMBER 3171-MOZ

DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated March 4, 1999, between REPUBLIC OF MOZAMBIQUE (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Association has received a letter dated January 15, 1999, from the Borrower describing a program of actions, objectives and policies designed to strengthen the Borrower's agricultural sector (the Letter) and the basic principles to be followed in the carrying out of the activities covered by the Letter (the Basic Principles) (the Letter as well as the Basic Principles are collectively referred to as the Program) and declaring the Borrower's commitment to the execution of the Program;

(B) the Borrower has requested that the Association support its execution of the Program through a series of Credits over a period of fifteen years, the proceeds of such Credits to be utilized by the Borrower for implementing the Program;

(C) the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, which Project forms the first phase of the Program, has requested the Association to assist in the financing of the Project;

(D) the Borrower intends to obtain from several donors (the Donors), loans and grants in an aggregate amount approximately equivalent to one hundred ninety million dollars (US\$190,000,000) during the period 1999-2003, to assist in financing the Program on the terms and conditions set forth in the respective loan and grant agreements to be entered into between the Borrower and each of the Donors;

(E) the Donors have agreed to develop common procedures, consistent with the Basic Principles, for the implementation of the Program; and

WHEREAS the Association has agreed on the basis, inter alia, of the foregoing, to extend the Credit to the Borrower in support of the first phase of the Program upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

## ARTICLE I

### General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985 (as amended through December 2, 1997), with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) A new paragraph (12) is added to Section 2.01 to read as set forth below, and the existing paragraphs (12) through (14) of said Section are accordingly renumbered as paragraphs (13) through (15):

"12. 'Participating Country' means any country that the Association determines meets the requirements set forth in Section 10 of Resolution No. 183 of the Board of Governors of the Association, adopted on June 26, 1996; and 'Participating Countries' means, collectively, all such countries."

(b) The second sentence of Section 5.01 is modified to read:

"Except as the Borrower and the Association shall otherwise agree, no withdrawals shall be made: (a) on account of expenditures in the territories of any country which is not a Participating Country or for goods produced in, or services supplied from, such territories; or (b) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Association, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations."

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth, and the following additional terms have the following meanings:

(a) "AWPB" means the annual work plan and budget prepared by the Borrower for the purpose of the Project pursuant to paragraph 1 of Schedule 4 to this Agreement;

(b) "Banco de Moçambique" means the Borrower's central bank;

(c) "Financial Procedures Manual" means the manual adopted by the Borrower pursuant to Section 6.01 (e) of this Agreement containing, inter alia, details on the procedures regarding financial management to be used in the implementation of the Project and such term includes any schedules to the Financial Procedures Manual;

(d) "FY" means the Borrower's fiscal year;

(e) "MAP" means Ministerio da Agricultura e Pescas, the Borrower's Ministry of Agriculture and Fisheries;

(f) "DAF" means the Department of Administration and Finance within MAP;

(g) "Performance Indicators" means the indicators referred to in Schedule 6 to this Agreement;

(h) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement;

(i) "Subprogram" means a group of activities to be carried out each FY under the Project, as agreed upon between the Borrower and the Association;

(j) "Project Management Report" means each report prepared in accordance with Section 4.02 of this Agreement; and

(k) "UDA" means the Project coordination unit established by the Borrower under the Agricultural Services Rehabilitation and Development Project (Credit No. 2337-MOZ) financed by the Association.

## ARTICLE II

### The Credit

Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Development Credit Agreement, an amount in various currencies equivalent to twenty one million seven hundred thousand Special Drawing Rights (SDR 21,700,000).

Section 2.02. (a) The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project described in Schedule 2 to this Agreement and to be financed out of the proceeds of the Credit.

(b) The Borrower may, for the purposes of the Project, open and maintain in dollars, a special deposit account in a commercial bank on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 5 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 2004 or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.06 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on March 1 and September 1 in each year.

Section 2.07. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Credit in semiannual installments payable on each March 1 and September 1, commencing March 1, 2009 and ending September 1, 2038. Each installment to, and including the installment payable on, September 1, 2018 shall be one percent (1%) of such principal amount, and each installment thereafter shall be

two percent (2%) of such principal amount.

(b) Whenever: (i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by: (A) requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid; and (B) requiring the Borrower to commence repayment of the principal amount of the Credit as of the first semiannual payment date referred to in paragraph (a) above falling six months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five years on such repayment of principal.

(c) If so requested by the Borrower, the Association may revise the modification referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgement of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

### ARTICLE III

#### Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall, consistent with the Basic Principles, carry out the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, environmental and technical practices and shall provide, 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 Borrower and the Association shall otherwise agree, the Borrower shall carry out the Project in accordance with the implementation program set forth in Schedule 4 to this Agreement.

Section 3.02. Except as the Association 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 Credit shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. For the purposes of Section 9.07 of the General Conditions and without limitation thereto, the Borrower shall:

(a) prepare, on the basis of guidelines acceptable to the Association, and furnish to Association not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Association, a plan for the future operation of the Project; and

(b) afford the Association a reasonable opportunity to exchange views with the Borrower on said plan.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Borrower shall maintain, or cause to be maintained, records and Account adequate to reflect, in accordance with sound accounting practices, the operations, resources and expenditures in respect of the Project of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

(b) The Borrower shall:

(i) have the records and Account referred to in paragraph (a) of this Section, including those for the Special Account, for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;

(ii) furnish to the Association as soon as available, but in any case not later than six months after the end of each such year, the report of such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and

(iii) furnish to the Association such other information concerning said records and Account and the audit thereof as the Association shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Credit Account were made on the basis of statements of expenditure, the Borrower shall:

(i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and Account reflecting such expenditures;

(ii) retain, until at least one year after the Association has received the audit report for the fiscal year in which the last withdrawal from the Credit Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Association's representatives to examine such records; and

(iv) ensure that such records and Account are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

Section 4.02. (a) Without limitation upon the provisions of Section 4.01 of this Agreement, the Borrower shall carry out a time-bound action plan acceptable to the Association for the strengthening of its financial management system for the Project in order to enable the Borrower, not later than eighteen months after the Effective Date, or such later date as the Association shall agree, to prepare quarterly Project management reports, acceptable to the Association, each of which:

(i) (A) sets forth actual sources and applications of funds for the Project, both cumulatively and for the period covered by said report, and projected sources and applications of funds for the Project for the six-month period following the period covered by said report, and (B) shows separately expenditures financed out of the proceeds of the Credit during the period covered by said report and expenditures proposed to be financed out of the proceeds of the Credit during the six-month period following the period covered by said report;

(ii) (A) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and (B) explains variances between the actual and previously forecast implementation targets; and

(iii) sets forth the status of procurement under the Project and expenditures under contracts financed out of the proceeds of the Credit, as at the end of the period covered by said report.

(b) Upon the completion of the action plan referred to in paragraph (a) of this Section, the Borrower shall prepare, in accordance with guidelines acceptable to the Association, and furnish to the Association not later than 45 days after the end of each calendar quarter a Project Management Report for such period.

#### ARTICLE V

##### Remedies of the Association

Section 5.01. Pursuant to Section 6.02 (1) of the General Conditions, the following additional event is specified, namely that a situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out.

#### ARTICLE VI

##### Effective Date; Termination

Section 6.01. The following events are specified as additional conditions to the effectiveness of the Development Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions:

(a) the Borrower has appointed a national director for DAF;

(b) the Borrower has formalized the transfer of the UDA to DAF;

(c) for the purpose of Article IV of this Agreement, the Borrower has appointed an accountant, in accordance with the provisions of Section II of Schedule 3 to this Agreement;

(d) the Borrower has appointed a procurement officer, in accordance with the provisions of Section II of Schedule 3 to this Agreement;

(e) the Borrower has adopted a Financial Procedures Manual, in form and substance acceptable to the Association; and

(f) the Borrower has prepared and furnished to the Association, a procurement plan, satisfactory to the Association.

Section 6.02. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

#### ARTICLE VII

##### Representative of the Borrower; Addresses

Section 7.01. The Governor of the Banco de Moçambique is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Governor  
Banco de Moçambique  
Departamento de Relacoes Internacionais

Maputo  
Republic of Mozambique

Cable address:

MOBANCO  
Maputo

Telex:

6355/7 BMMO

For the Association:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:

INDEVAS  
Washington, D.C.

Telex:

248423 (MCI) or  
64145 (MCI)

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.

REPUBLIC OF MOZAMBIQUE

By /s/ Marcus Namashualua

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Callisto Madavo

Regional Vice President  
Africa

#### SCHEDULE 1

#### Withdrawal of the Proceeds of the Credit

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Civil works	Up to SDR 150,000	100% of foreign in the aggregate for and 95% of local the Subprogram for expenditures FY 1999, and thereafter under the Subprogram such amount as or such other may be allocated percentage as the for the Subprogram Association for each FY by may

determine			the Association from time
to			time
(2) Goods	Up to SDR 950,000		100% of foreign
(including vehicles,			in the aggregate for
equipment, and			and 95% of local
equipment, and			the Subprogram for
expenditures			FY 1999, and thereafter
training			under the Subprogram
materials)			such amount as or such
materials)			may be allocated
other			the for the Subprogram
percentage as			Association for each
			determine the
FY by may			time to time
Association from			
(3) Consultants Services	Up to SDR 650,000		100% in the
aggregate for			the Subprogram for FY
1999, and			thereafter
such amount as			may be allocated for the
			Subprogram for each FY by
			the Association
(4) Operating Costs	Up to SDR 450,000		100% of foreign in the
local			aggregate for and 95% of
expenditures			the Subprogram for
under			FY 1999, and thereafter
as			the Subprogram such amount
allocated			or such other may be
the for the			percentage as
each			Subprogram Association for
time			FY by may determine the
			Association from time to
(5) Unallocated	19,500,000		
	<hr/>		
TOTAL	21,700,000		
	=====		

2. For the purposes of this Schedule, the term "operating costs" means incremental expenditures incurred on account of Project implementation, management and monitoring including office consumables (including communication expenses), staff travel and associated subsistence allowances, salaries for incremental contractual and temporary staff, office rental, office supplies and maintenance, and fuel and maintenance for vehicles and equipment, but excluding salaries of the Borrower's civil servants.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:

- (a) payments made for expenditures prior to the date of this Agreement.



(b) a Subprogram, unless: (i) such Subprogram has been approved by the Association in accordance with, and subject to, the provisions of paragraph 1 to Schedule 4 to this Agreement; and (ii) the Borrower has submitted documents satisfactory to the Association consisting of the following: (A) the draft annual budget satisfactory to the Association for MAP, submitted to Parliament for the Fiscal Year corresponding to the Subprogram; (B) certification of the financial statement by the Financial Controller of MAP that the expenditures incurred in the previous quarter's Subprogram were for eligible expenditures and were made in compliance with the objectives of the Program.

(c) payments made for expenditures for goods and services supplied under a contract which any national or international financing institution or agency other than the Association, shall have financed or agreed to finance under any other credit or grant.

4. Notwithstanding the provisions of paragraph 1 above, the Borrower shall not make any withdrawal request for any expenditures incurred prior to December 31, 2001, under Parts D, E, F and G of the Project.

5. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for expenditures for: (i) works under contracts not exceeding \$500,000 equivalent; (ii) goods under contracts not exceeding \$100,000 equivalent; (iii) consultants' services (firms) under contracts not exceeding \$100,000 equivalent; (iv) consultants' services (individuals) under contracts not exceeding \$50,000 equivalent; and (v) operating costs and training under such terms and conditions as the Association shall specify by notice to the Borrower.

## SCHEDULE 2

### Description of the Project

The objectives of the Project are to: (i) improve institutional arrangements for financing and delivery of core public agricultural services; and (ii) strengthen the Borrower's capacity within MAP, at provincial and local levels, to provide core public sector functions for the agricultural sector, in a cost-effective manner.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Association may agree upon from time to time to achieve such objectives:

#### Part A: Institutional Development

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment and logistical assistance to MAP including: (a) a review of the institutional structure of the MAP and the roles and responsibilities assigned to the central, provincial and district levels in a market-based framework for sector development; (b) the development of human resources, comprising proper deployment of staff and establishment of career development to bridge the skills-gap of MAP; (c) the improvement of the capacity of MAP in the areas of financial management, budgeting, planning, procurement, and carrying out environmental assessment; (d) the development of an information system comprising a network for data collection and development of monitoring and evaluation, and sector performance indicators; and (e) establishment and development of policy formulation and advisory capacity within the directorate of economics of MAP.

2. Construction or rehabilitation of housing units and facilities for MAP staff at the central and provincial locations.

#### Part B: Agricultural Research

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles and equipment and logistical assistance for the: (a) upgrading of the quality and effectiveness of

agricultural research through the establishment of an agricultural research funding mechanism under a National Agricultural Research Council, and reform of the research institutes, increasing linkages with farmers, extension services, the private sector, universities and regional research institutions, and improving research infrastructure (research stations and transportation); (b) development of mechanisms to focus on research on the generation of practical crops and livestock technologies for smallholder farming systems including suitable yield-enhancing agronomic practices, and on-farm storage and food conservation technologies; (c) designing steps to privatize and contract out some types of research and to make research more demand-driven by increasing farmers' level of participation in priority setting and management decisions with regard to the activities undertaken; and (d) establishment of mechanisms to encourage research to be carried out in farmers' fields in partnership with farmers and extensionists.

2. Construction and rehabilitation of office-buildings, laboratories, glasshouses, research farm buildings and irrigation systems, including water distribution and storage facilities, electrification systems and fencing, and provision of equipment therefor.

Part C: Agricultural Extension

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment, and logistical assistance to MAP for: (a) the establishment of mechanisms empowering farmers to work with local offices of MAP to contract out extension services; (b) the upgrading of agricultural extension management by improving work incentives and environment for extensionists, establishing periodic reviews of extension priorities, improving the supervision of the national extension network, and improving extension infrastructure (including field operations and transportation); (c) the establishment of mechanisms to empower farmers and extensionists to draw researchers into their fields for collaborative research; (d) the establishment of a technical backstopping system accessible to extensionists; (e) the establishment of pilot extension programs to test alternative institutional arrangements and extension methodologies including the involvement of agribusiness and farmers' organizations in the provision of technical advice; (f) the expansion of the extension services coverage; and (g) the establishment of mechanisms for mainstreaming the inclusion of farm management, production intensification, gender and environmental issues into the core focus of the extension program.

2. Construction and rehabilitation of housing units and office and field facilities for MAP staff in the provinces, and provision of equipment therefor.

Part D: Crop Production

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment and logistical assistance to MAP for the: (a) establishment of legal and regulatory frameworks for plant protection, seed and input supply; (b) establishment of a migratory/pandemic pest control system; and (c) establishment and implementation of a crop-forecasting system.

2. Construction and rehabilitation of housing units, and storage and other facilities in the provinces, and provision of equipment and material therefor.

Part E: Livestock

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment and logistical assistance to MAP to: (a) strengthen public support services of animal production and health (including veterinary disease and tsetse control); (b) improve regulatory capability (meat and dip inspection, and quarantine); and (c) improve field operations and transportation.

2. Construction and rehabilitation of housing units for staff and inspection posts

in the provinces, and provision of equipment and material therefor.

Part F: Forestry and Wildlife Management

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment and logistical assistance for the strengthening of MAP's capacity in forestry and wildlife management at central and provincial levels particularly in the areas of: (a) planning, monitoring and program and policy evaluation; (b) policy and legislation development; (c) regulatory framework development for the private sector and local communities involved in the management of forest and wildlife resources; (d) revenue enhancement, collection and retention; (e) extension capability to support community-based forestry and wildlife management; (f) management development; (g) development of a conservation areas management program including surveys and reviews of the status of existing parks and forest conservation areas and the launching of a program of rehabilitation and management of conservation areas; (h) establishment of pilot community programs in selected provinces; and (i) development of a production management programs involving pilot inventories, full-scale forest resources assessments, classification of forest areas, gazettelement and field demarcation, identification and award of forest and hunting areas concessions.
2. Construction of housing units for staff and rehabilitation of roads within forestry reserves.

Part G: Irrigation

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment and logistical assistance to support MAP in: (a) the preparation of a policy and strategy for irrigation development focussed on the development of smallscale irrigation schemes to be managed by water users' associations; and (b) the development of a restructuring proposal for the management system of existing large schemes.
2. Identifying, appraising and implementing a series of pilot programs, in selected provinces, of small-scale, low-cost schemes of irrigation.
3. Construction and rehabilitation of housing units for staff, office buildings and facilities, and provision of equipment and material therefor.
4. Construction and rehabilitation of primary and secondary irrigation canals, land leveling, and pumping stations.

Part H: Land Management

Carrying out of Subprograms consisting of:

1. Provision of technical advisory services, training, vehicles, equipment and logistical assistance for the development of land management activities being carried out by MAP, including social surveys, cadastre activities, and demarcation and adjudication.
2. Provision of technical advisory services, training, vehicles, equipment and logistical assistance for strengthening MAP's capacity in the areas of land policy formulation and land policy reforms through the financing of the activities of the Land Commission's Executive Secretariat.
3. Construction and rehabilitation of housing units for staff, office buildings and facilities, and provision of equipment and material therefor.

\* \* \*

The Project is expected to be completed by December 31, 2003.

## Procurement

### Section I. Procurement of Good and Works

#### Part A: General

1. Goods and works shall be procured in accordance with: (a) 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 and September 1997, subject to the modifications set forth in paragraph 2 of this Part A (the Guidelines); and (b) the provisions of the following Parts of this Section I.

2. In paragraphs 1.6 and 1.8 of the Guidelines, the references to "Bank member countries" shall be deemed to be references, respectively, to "Participating Countries" and "Participating Country".

#### Part B: International Competitive Bidding

1. Except as otherwise provided in Part C of this Section, goods and works 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 and works 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 works and goods shall be grouped in bid packages estimated to cost \$200,000 and \$100,000 equivalent or more each respectively.

##### (b) Preference for domestically manufactured goods and domestic contractors

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 Republic of Mozambique and works to be carried out by domestic contractors.

##### (c) Notification and Advertising

The invitation to prequalify or bid for each contract estimated to cost \$10,000,000 equivalent or more shall be advertised in accordance with the procedures applicable to large contracts under paragraph 2.8 of the Guidelines.

#### Part C: Other Procurement Procedures

##### 1. Limited International Bidding

Goods up to an aggregate amount not to exceed \$300,000 equivalent, which the Association agrees can only be purchased from a limited number of suppliers, may be procured under contracts awarded in accordance with the provisions of paragraph 3.2 of the Guidelines.

##### 2. National Competitive Bidding

Works estimated to cost less than \$500,000 equivalent per contract, up to an aggregate amount not to exceed \$2,000,000 equivalent, and goods estimated to cost less than \$200,000 equivalent per contract, up to an aggregate amount not to exceed \$2,000,000 equivalent, may be procured under contracts awarded in accordance with the provisions of paragraphs 3.3 and 3.4 of the Guidelines.

##### 3. International Shopping

Goods estimated to cost less than \$50,000 equivalent per contract, up to an aggregate amount not to exceed \$250,000 equivalent, may be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

##### 4. National Shopping

Goods estimated to cost less than \$20,000 equivalent per contract, up to an aggregate amount not to exceed \$450,000 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.

5. Procurement from IAPSO

Individual units of office equipment may be procured from the Inter-Agency Procurement Services of the UNDP (IAPSO) in accordance with the provision of paragraph 3.9 of the Guidelines.

6. Community Participation

Goods and works required for Parts C, F and G of the Project shall be procured in accordance with procedures acceptable to the Association.

7. Procurement of Small Works

Works estimated to cost less than \$50,000 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 Association, 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 Association 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 Association 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 Association, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract for works and goods estimated to cost the equivalent of \$200,000 and \$100,000 or more, respectively, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

(b) With respect to each contract for goods estimated to cost the equivalent of \$20,000 or more, the following procedures shall apply:

(i) prior to the selection of any supplier under shopping procedures, the Borrower shall provide to the Association a report on the comparison and evaluation of quotations received;

(ii) prior to the execution of any contract procured under direct contracting or shopping procedures, the Borrower shall provide to the Association a copy of the specifications and the draft contract; and

(iii) the procedures set forth in paragraphs 2 (f), 2 (g) 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

1. Consultants' services shall be procured in accordance with: (a) 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, (the Consultant Guidelines), subject to the modifications thereto set forth in paragraph 2 of this Part A, and (b) the provisions of the following Parts of this Section II.

2. In paragraph 1.10 of the Consultant Guidelines, the reference to "Bank Member Countries" and "Member Country" shall be deemed to be references, respectively to "Participating Countries" and "Participating Country".

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 short list of consultants for services estimated to cost less than \$100,000 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. Selection Under a Fixed-Budget

Services for administrative, training and auditing assignments, estimated to cost less than \$100,000 equivalent per contract, may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.5 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 Association 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 Association 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 Association, 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 and (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 individual consultants estimated to cost the equivalent of \$50,000 or more, the qualifications, experience, terms of reference and terms of employment of the consultants shall be furnished to the Association for its prior review and approval. The contract shall be awarded only after the said approval shall have been given.

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 Consultant Guidelines shall apply.

SCHEDULE 4

Implementation Program

1. (a) The Borrower shall, not later than September 1 of each year, prepare and furnish to the Association an annual work plan and budget (AWPB) consistent with the Basic Principles. The Borrower and the Association shall discuss each AWPB at the joint annual review meeting and, after incorporating the comments of the Association, the Borrower shall, not later than November 1, approve and implement the AWPB.

(b) Without limitation upon the provision of paragraph (a) above, for each Subprogram, the AWPB shall also include all activities to mitigate and compensate for the environmental damages identified in the environmental impact assessment.

2. The Borrower shall furnish to the Association at the end of the first and third quarters of each year, a progress report including information on agreed upon Performance Indicators based on data from the monitoring system. The report shall include, inter alia: (a) a summary statement on the status of execution of each activity under the Project; and (b) a table showing compliance with project covenants and progress in implementing agreed policy objectives.

3. The Borrower shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Performance Indicators referred to in Schedule 6 to this Agreement, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about May 31, 2001, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Association, by June 30, 2001, or such later date as the Association shall request, the report referred to in paragraph (b) of this Section 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 Association's views on the matter.

4. The Borrower shall: (a) until a date eighteen months after the Effective Date, or such earlier date agreed upon between the Borrower and the Association, implement the Project through the UDA; and (b) not later than eighteen months after the Effective Date or such earlier date agreed upon between the Borrower and the Association, take all necessary measures, satisfactory to the Association, to disestablish the UDA and vest DAF with the responsibility of Project implementation.

SCHEDULE 5

Special Account

1. For the purposes of this Schedule:

(a) the term "eligible Categories" means Categories (1) through (4) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Credit allocated from time to time to the eligible Categories

in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term "Authorized Allocation" means an amount equivalent to \$1,000,000 to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule provided, however, that unless the Association shall otherwise agree, the Authorized Allocation shall be limited to an amount equivalent to \$500,000 until the aggregate amount of withdrawals from the Credit Account plus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of SDR 2,000,000.

2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Association has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Association a request or requests for deposit into the Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount or amounts as the Borrower shall have requested.

(b) (i) For replenishment of the Special Account, the Borrower shall furnish to the Association requests for deposits into the Special Account at such intervals as the Association shall specify.

(ii) Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Association from the Credit Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the Special Account, the Borrower shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Association shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Association shall have determined that all further withdrawals should be made by the Borrower directly from the Credit Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Borrower shall have failed to furnish to the Association, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Association shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Credit Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the Credit allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into



by the Association pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation. Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit allocated to the eligible Categories shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Association shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association: (A) provide such additional evidence as the Association may request; or (B) deposit into the Special Account (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Association shall otherwise agree, no further deposit by the Association into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Borrower may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Association made pursuant to paragraph 6 (a), (b) and (c) of this Schedule shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

#### SCHEDULE 6

##### Performance Indicators

**(PLEASE SEE ORIGINAL FOR PERFORMANCE INDICATORS TABLE, IT IS TOO BIG)**

