



**LOAN AGREEMENT  
(Sea and River Defence Resilience Project)**

**BETWEEN**

**CARIBBEAN DEVELOPMENT BANK**

**AND**

**CO-OPERATIVE REPUBLIC OF GUYANA**

**Dated:** April 14, 2014

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**LOAN AGREEMENT**

**AGREEMENT** dated the 14<sup>th</sup> day of April 2014, between the Caribbean Development Bank (hereinafter called the Bank) of the one part and the Government of the Co-operative Republic of Guyana (hereinafter called the Borrower) of the other part.

**ARTICLE I**

**General Provisions, Interpretation, Definitions**

Section 1.01 **General Provisions.** (a) The "General Provisions Applicable to Loan Agreements with Borrower Only" of the Bank dated June 30, 1995, set forth in Schedule 1 (hereinafter called the General Provisions) shall apply to this Loan Agreement subject, however, to any modifications thereof set forth herein.

(b) References in the General Provisions to the Loan Account shall mean either the SFR Loan Account or the OCR Loan Account or both such loan accounts as the context requires.

Section 1.02 **Interpretation.** Unless otherwise stated, references to Sections are to Sections of this Loan Agreement, and references to Schedules are to the Schedules immediately following Section 8.01.

Section 1.03 **Definitions.** (a) Wherever used in this Loan Agreement, unless the context otherwise requires, the several terms defined in the General Provisions shall have the respective meanings set forth therein, and for the purposes of sub-paragraphs (v), (xiv) and (xv), respectively, of Section 2.01 of the General Provisions, the expressions:

- (i) "Due Dates" shall mean January 1, April 1, July 1 and October 1 in each year, except in the case of interest payable under Section 3.09 of the General Provisions and other charges which are payable on demand;
- (ii) "Project" shall mean the reconstruction and improvement of approximately 5.4 km of sea and river defences and related consultancy services described in Schedule 2; and

- (iii) "Project Country" shall mean the Co-operative Republic of Guyana.
- (b) Wherever used in this Loan Agreement, unless the context otherwise requires, the following additional expressions shall have the following meanings:
- (i) "CAEP" means the Community Awareness and Education Programme component described in paragraph 5 of Schedule 2;
  - (ii) "Capacity Building Component" means the component of the Project described in paragraph 4 of Schedule 2;
  - (iii) "CDB" means the Bank;
  - (iv) "CPM" means community participation mechanism described in Section 6.05;
  - (v) "Engineering Consultants" means the engineering consultants to be engaged in accordance with Section 6.04(iii);
  - (vi) "Engineering Services Component" means the component of the Project described in paragraph 6 of Schedule 2;
  - (vii) "Financing Plan" means the Project Cost, Financing and Phasing Plan for the Project set out at Appendix 1 to Schedule 2;
  - (viii) "Infrastructure Works Component" means the component of the Project described in paragraph 3 of Schedule 2;
  - (ix) "GIS" means Geographic Information System;
  - (x) "GOGY" means the Borrower;
  - (xi) "Loan Accounts" means the SFR Loan Account and the OCR Loan Account;
  - (xii) "M&E" means monitoring and evaluation;

- (xiii) "M&E Component" means the component of the Project described in paragraph 7 of Schedule 2;
- (xiv) "MOF" means the Ministry of Finance of the Borrower;
- (xv) "MPW" means the Ministry of Public Works of the Borrower;
- (xvi) "NDCs" means Neighbourhood Democratic Councils;
- (xvii) "OCR Loan Account" means the Loan Account to be opened by the Bank pursuant to paragraph (b) of Section 2.02 and credited with the OCR Portion;
- (xviii) "OCR Portion" means an amount of the Loan not exceeding the equivalent of two million nine hundred thousand United States dollars (USD2,900,000) allocated from the Bank's Ordinary Capital Resources;
- (xix) "PC" or "Project Coordinator" means the project coordinator for the Project to be assigned in accordance with paragraph (i) of Section 6.04;
- (xx) "PMT" or "Project Management Team" means the project management team to be established in accordance with paragraph (ii) of Section 6.03;
- (xxi) "Procurement Plan" means the Procurement Plan set out in Schedule 3;
- (xxii) "PSC" or "Project Steering Committee" means the project steering committee to be established in accordance with paragraph (i) of Section 6.03;
- (xxiii) "SFR Loan Account" means the Loan Account to be opened by the Bank pursuant to paragraph (b) of Section 2.02 and credited with the SFR Portion;
- (xxiv) "SFR Portion" means an amount of the Loan not exceeding the equivalent of twenty-two million one hundred thousand United States dollars (USD22,100,000) allocated from the Bank's Special Funds Resources;
- (xxv) "SRDD" means the Sea and River Defence Division;

(xxvi) "TORs" or "Terms of Reference" means the terms of reference set out in Schedules 4 to 9 as the case may be or all such Schedules as the context requires;

(xxvii) "USD" or "United States dollars" means dollars in the currency of the United States of America; and

(xxviii) "WSG" means the Work Services Group of MPW.

## ARTICLE II

### The Loan and its Purpose

Section 2.01 **Amount of Loan.** The Bank agrees to lend to the Borrower on the terms and conditions set out in this Loan Agreement an amount not exceeding the equivalent of twenty-five million United States dollars (USD25,000,000) consisting of the SFR Portion and the OCR Portion.

Section 2.02 **Loan Accounts.** (a) Section 3.01 of the General Provisions shall not apply to this Loan Agreement.

(b) The Bank shall open two (2) Loan Accounts in its books in the name of the Borrower and shall credit to one such account the amount of the SFR Portion and to the other such account the amount of the OCR Portion. The amounts credited to the Loan Accounts may be withdrawn from the Loan Accounts as provided, and subject to the rights of cancellation and suspension set out in this Loan Agreement and in the General Provisions.

Section 2.03 **Purpose.** The purpose for which the Loan is being made is to assist the Borrower in financing the Project.



### ARTICLE III

#### Repayment, Interest and Other Charges

##### SFR PORTION

Section 3.01 **Repayment.** Except as provided in paragraph (b) of Section 3.02 of the General Provisions, the Borrower shall repay the amount withdrawn from the SFR Loan Account in eighty (80) equal or approximately equal and consecutive quarterly instalments on each Due Date, commencing on the first Due Date after the expiry of ten (10) years following the date of this Loan Agreement, or on such later Due Date as the Bank may specify in writing.

Section 3.02 **Interest.** The Borrower shall pay interest at the rate of two percent (2%) per annum on the amount of the SFR Portion withdrawn and outstanding from time to time. Such interest shall be payable quarterly in accordance with paragraph (a) of Section 3.03 of the General Provisions.

Section 3.03 **Commission and Commitment Charge.** Sections 3.04 and 3.05 of the General Provisions shall not apply to the SFR Portion.

##### OCR PORTION

Section 3.04 **Repayment.** Except as provided in paragraph (b) of Section 3.02 of the General Provisions, the Borrower shall repay the amount withdrawn from the OCR Loan Account in sixty-eight (68) equal or approximately equal and consecutive quarterly instalments on each Due Date, commencing on the first Due Date after the expiry of five (5) years following the date of this Loan Agreement or on such later Due Date as the Bank may specify in writing.

Section 3.05 **Interest.** Subject to the provisions in paragraph (b) of Section 3.03 of the General Provisions, the Borrower shall pay interest at the rate of four decimal one percent (4.1%) per annum on the amount of the OCR Portion withdrawn and outstanding from time to time. Such interest shall be payable quarterly in accordance with paragraph (a) of Section 3.03 of the General Provisions.

Section 3.06 **Commission.** Section 3.04 of the General Provisions shall not apply to the OCR Portion.

Section 3.07 **Commitment Charge.** The Borrower shall pay to the Bank, a commitment charge at the rate of one percent (1%) per annum on any amount of the OCR Portion unwithdrawn from time to time. Such charge shall accrue from the sixtieth (60<sup>th</sup>) day after the date of this Loan Agreement and shall be payable quarterly in accordance with Section 3.05 of the General Provisions.

**ARTICLE IV**  
**Withdrawal of Loan**

Section 4.01 **Withdrawal and Application of Loan.** (a) Except as the Bank may otherwise agree:

- (i) the amounts withdrawn from the Loan Accounts shall be used to finance the components of the Project allocated for financing by the Bank as shown in the Financing Plan up to the respective limits shown therein;
- (ii) withdrawals from the Loan Accounts shall not exceed in the aggregate, eighty-one percent (81%) of the cost of the Project;
- (iii) disbursements from the Loan Accounts shall be made rateably from the OCR Portion and the SFR Portion in accordance with the respective amounts thereof; and
- (iv) disbursements in respect of the Infrastructure Works Component shall be made on a *pro rata* basis with the Borrower's counterpart payments.

(b) The amounts withdrawn from the Loan Accounts shall not be used to meet any part of the cost of the Project which consists of identifiable Taxes imposed under the laws of the Project Country.

Section 4.02 **Period of Disbursement.** The date to be specified pursuant to Section 4.03 of the General Provisions is December 31, 2018.

Section 4.03 **Procurement.** (a) Any goods and services to be financed from amounts withdrawn from the Loan Accounts shall be procured in accordance with the provisions of Section 4.04 of the General Provisions.

(b) The Procurement Plan approved by the Bank for the purposes of the Project is set out in Schedule 3. Any changes to the Procurement Plan shall require the Bank's prior approval in writing.

(c) The Borrower hereby acknowledges that it has been furnished with a copy of the Bank's:

- (i) "Guidelines for Procurement" published in January 2006; and
- (ii) "Guidelines for the Selection and Engagement of Consultants by Recipients of CDB Financing" published in October 2011,

both of which publications are in effect at the date of this Loan Agreement.

## ARTICLE V

### Additional Conditions Precedent

Section 5.01 Additional Conditions Precedent to First Disbursement of the Loan. In addition to the requirements of paragraph (a) of Section 6.01 of the General Provisions, the Borrower shall, by the date referred to in paragraph (i) of Section 8.03 thereof, furnish or cause to be furnished to the Bank evidence, acceptable to the Bank, that:

- (i) the aggregate of all loans (including the Loan) raised under the External Loans Act of the Project Country does not exceed the limit imposed by Section 3(1) of that Act;
- (ii) the PC has been engaged in accordance with paragraph (i) of Section 6.04;
- (iii) the counterpart to PC has been assigned in accordance with Section 6.02(iii); and
- (iv) the PSC has been established in accordance with Section 6.03(i).

Section 5.02 **Conditions Precedent to Disbursement with respect to the Infrastructure Works Component.** The Bank shall not be obliged to make any disbursement in respect of the Infrastructure Works Component until the Borrower has furnished or caused to be furnished to the Bank evidence acceptable to the Bank that:

- (i) the PMT has been established in accordance with paragraph (ii) of Section 6.03;
- (ii) the engineering consultants have been engaged in accordance with paragraph (iii) of Section 6.04;
- (iii) the Borrower has established the CPM; and
- (iv) all requisite statutory, planning, building and environmental permits, licences and/or other approvals required by the regulatory agencies in the Project Country in respect of the Infrastructure Works Component have been obtained.

Section 5.03 **Conditions Precedent to Disbursement with respect to the Capacity Building Component.** The Bank shall not be obliged to make any disbursement in respect of the Capacity Building Component until the Borrower has furnished or caused to be furnished to the Bank evidence acceptable to the Bank that the GIS analyst has been appointed in accordance with Section 6.02(ii).

## ARTICLE VI

### Particular Conditions

Section 6.01 **Execution of Project.** The Borrower shall:

- (i) implement the Project through SRDD within WSG; and
- (ii) except as the Bank may otherwise agree:
  - (aa) carry out the Project at all times with due diligence and efficiency, with management personnel whose qualifications and experience are acceptable to the

Bank, and in accordance with sound technical, environmental, financial, administrative and managerial standards and practices; and

- (bb) institute and maintain organisational, administrative, accounting and auditing arrangements for the Project acceptable to the Bank.

Section 6.02 **Appointment to the Staff of SRDD of WSG.** The Borrower shall:

- (i) by June 30, 2015 or by such later date as the Bank may specify in writing furnish or cause to be furnished to the Bank evidence acceptable to the Bank that all positions for District Engineers and Senior District Engineers in the SRDD in WSG's organisational structure have been filled;
- (ii) appoint to the staff of the GIS Unit within SRDD a GIS analyst with qualifications and experience acceptable to the Bank; and
- (iii) assign from within SRDD as counterpart to PC (the Counterpart), a civil engineer with qualifications and experience acceptable to the Bank, to contribute to effective knowledge transfer to WSG. The qualifications and experience of any person subsequently assigned as Counterpart shall be acceptable to the Bank.

Section 6.03 **Establishment of PSC and PMT.** The Borrower shall establish, and for the duration of the Project, maintain:

- (i) a project steering committee to monitor and provide guidance and coordination in the implementation of the overall Project, with the duties and composition set out in Schedule 5; and
- (ii) a project management team with the duties, composition and reporting structure set out in Section 1 of Schedule 4.

Section 6.04 **Engagement of Consultants.** The Borrower shall, in accordance with the procurement procedures applicable to the Loan, select and engage:

- (i) a consultant to provide the services of Project Coordinator set out in Section 2 of Schedule 4;
- (ii) consultants to provide the services set out in the TORs at Schedules 6, 7, and 8;
- (iii) engineering consultants to provide the services set out in the TOR at Schedule 9.

Section 6.05 **Establishment of CPM.** (a) The Borrower shall set up a CPM as a channel for effective communication with the community on matters related to the implementation of the Project.

(b) The objectives of the CPM shall be:

- (i) to keep community members informed on matters related to implementation; and
- (ii) to facilitate reporting to WSG, through the NDCs, on matters of concern to residents.

Section 6.06 **Engagement of Contractors.** The Borrower shall, in accordance with the procurement procedures applicable to the Loan, select and engage competent and experienced contractors to carry out the Infrastructure Works to be financed by the Loan.

Section 6.07 **Maintenance.** The Borrower shall:

- (i) through WSG, undertake annual condition assessments of the Project infrastructure, commencing no later than six (6) months after the certificate of practical completion (or equivalent) is issued by the engineering consultants; and
- (ii) keep the sea and river defences, works and other infrastructure financed from the Loan, or cause the same to be kept, in good repair and condition and shall provide the financial and other resources required to adequately maintain the infrastructure financed from the Loan.

Section 6.08 **Reports and Information**. Without prejudice to the provisions of paragraph (c) of Section 7.01 of the General Provisions, the Borrower shall furnish or cause to be furnished to the Bank, the reports and/or other information specified in Schedule 10 in the form specified therein, or in such form or forms as the Bank may require, not later than the times specified therein for so doing.

Section 6.09 **Additional Funds**. For the purpose of Section 7.05 of the General Provisions, the estimated cost of the Project is thirty million nine hundred and three thousand United States dollars (USD30,903,000).

Section 6.10 **Borrower's Contribution to the Project**. (a) Without prejudice to the provisions of Section 7.05 of the General Provisions, the Borrower shall contribute to the Project an amount of not less than the equivalent of five million nine hundred and three thousand United States dollars (USD5,903,000).

(b) Except as the Bank may otherwise agree, the contribution which the Borrower is required to make to the Project in accordance with paragraph (a) of this Section shall be expended by the Borrower in a timely manner on the components of the Project designated for financing by the Borrower as shown in the Financing Plan up to the respective limits shown therein.

## ARTICLE VII

### Cancellation and Suspension

Section 7.01 **Cancellation by the Bank**. The date referred to in paragraph (iii) of Section 8.03 of the General Provisions is June 30, 2014, or such later date as may be specified in writing by the Bank.

**ARTICLE VIII**

**Miscellaneous**

Section 8.01 Addresses for Service.

The following addresses are specified for the purpose of

Section 12.03 of the General Provisions:

**For the Bank:**

Caribbean Development Bank  
Wildey  
St. Michael  
**BARBADOS, W.I.**

Telefax No.: (246) 426-7269

**For the Borrower:**

Secretary to the Treasury  
Ministry of Finance  
Georgetown  
**GUYANA**

Telefax No.: (592) 02-72965



**SCHEDULE I**

(Section 1.01)

**CARIBBEAN DEVELOPMENT BANK**

**GENERAL PROVISIONS APPLICABLE**  
**TO LOAN AGREEMENTS WITH**  
**BORROWER ONLY**

**DATED: June 30, 1995**

**CARIBBEAN DEVELOPMENT BANK**

**GENERAL PROVISIONS APPLICABLE  
TO LOAN AGREEMENTS WITH  
BORROWER ONLY**

**DATED: June 30, 1995**

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**CARIBBEAN DEVELOPMENT BANK**

**GENERAL PROVISIONS APPLICABLE**  
**TO LOAN AGREEMENTS WITH**  
**BORROWER ONLY**

**DATED: June 30, 1995**

**ARTICLE I**

**Application of General Provisions,**  
**Inconsistency with Loan Agreement**

Section 1.01 Application of General Provisions. These General Provisions set forth certain terms and conditions generally applicable to loans made by the Bank and shall apply to Loan Agreements without an Executing Agency to such extent, and subject to such modifications, as may be provided in such Loan Agreements, provided however that, where there is no Guarantor, references in these General Provisions to Guarantor and Guarantee Agreement shall be disregarded.

Section 1.02 Inconsistency with Loan Agreement. If any provision of a Loan Agreement is inconsistent with a provision of these General Provisions, the provision of the Loan Agreement shall prevail.

## ARTICLE II

### Definitions, References, Headings

Section 2.01 Definitions. The following expressions have the following meanings wherever used in these General Provisions unless the context otherwise requires:

- (i) "Aid Donor(s)" means such of the Donors or Lenders to the Bank which may be providing financing through the Bank for the Project;
- (ii) "Bank" means the Caribbean Development Bank;
- (iii) "Borrower" means the party to the Loan Agreement to which the Bank has agreed to make the Loan;
- (iv) "Closing Date" means the date referred to in Section 4.03;
- (v) "Due Dates" means the dates specified in the Loan Agreement for payment of instalments of the Principal and the interest (excluding interest payable pursuant to Section 3.09), commission, commitment charge and other charges in respect of the Loan;
- (vi) "Guarantee Agreement" means the agreement between the Guarantor and the Bank whereby the Guarantor guarantees the payment of the instalments of the Principal and the interest, commission, commitment charge and other charges in respect of the Loan, as such agreement may be amended from time to time, and includes all agreements amending such agreement or supplemental thereto and all schedules to such agreement;
- (vii) "Guarantor" means the party to the Guarantee Agreement which is the member of the Bank guaranteeing the payment of the instalments of the Principal and the interest, commission, commitment charge and other charges in respect of the Loan;
- (viii) "interest" means interest payable pursuant to Sections 3.03 and 3.09;

- (ix) "Loan" means the loan provided for in the Loan Agreement and includes portions of the Loan which are separately provided for in the Loan Agreement;
- (x) "Loan Account" means the account referred to in Section 3.01;
- (xi) "Loan Agreement" means the agreement between the Bank and the Borrower providing for the Loan, to which some or all of these General Provisions shall have been made applicable, as such agreement may be amended from time to time, and includes such of these General Provisions as thus made applicable thereto, all agreements amending such agreement or supplemental thereto and all schedules to such agreement;
- (xii) "other charges" means expenditure incurred by the Bank for or in connection with the remittance by the Bank of amounts withdrawn from the Loan Account, the purchase by the Bank of any currency needed by the Bank for payment to itself of interest, commission, commitment charge and/or other charges in accordance with Section 4.11 and the establishment or modification of Letters of Credit pursuant to Section 4.02, and amounts agreed to be paid by the Borrower to the Bank for or in connection with other special commitments entered into by the Bank in accordance with Section 4.02;
- (xiii) "Principal" means the amount withdrawn from the Loan Account and outstanding from time to time;
- (xiv) "Project" means the project or programme for which the Loan is granted, as described in the Loan Agreement and as such description may be amended from time to time;
- (xv) "Project Country" means the country specified in the Loan Agreement being the country of a member of the Bank in which the Project is located or in which the Borrower is directing the operations of, and implementing, the Project; and
- (xvi) "Taxes" includes imposts, levies, fees and duties of any nature in effect at the date of the Loan Agreement or Guarantee Agreement and thereafter.

Section 2.02 References. References in these General Provisions to Articles or Sections are to Articles or Sections of these General Provisions and reference to the singular shall include the plural and vice versa unless the context otherwise requires.

Section 2.03 Table of Contents and Headings. The Table of Contents and the headings to the Articles and Sections are inserted for convenience of reference only and are not a part of these General Provisions.

### ARTICLE III

#### **Loan Account, Repayment, Interest, Commission, Commitment Charge, Other Charges and Payments**

Section 3.01 Loan Account. The Bank shall open a Loan Account in its books in the name of the Borrower. The amount of the Loan shall be credited to the Loan Account and may be withdrawn therefrom as provided, and subject to the rights of cancellation and suspension set out, in the Loan Agreement and in these General Provisions.

Section 3.02 Repayment. (a) The Borrower shall repay the amount withdrawn from the Loan Account in the manner specified in the Loan Agreement. The Bank shall provide the Borrower with particulars of the repayments before the Due Date for the first repayment.

(b) Without prejudice to the provisions of Article IX, if there shall have been a cancellation, pursuant to Section 8.01 or Section 8.03, of such amount of the Loan as in the Bank's opinion is substantial and the Project has not been completed, the Borrower shall repay the Principal or, where portions of the Loan are separately provided for in the Loan Agreement, the amount of each portion of the Loan withdrawn from the Loan Account credited with such portion and outstanding in such fewer instalments than those specified in the Loan Agreement as the Bank may specify in writing not exceeding such portion of the number of such instalments to the nearest whole number as the Principal bears to the Loan or the amount of each portion of the Loan withdrawn from the Loan Account credited with such portion and outstanding bears to such portion, as the case may be.

Section 3.03 Interest. (a) The Borrower shall pay interest on the Principal at the rate provided for in the Loan Agreement, except as otherwise provided in Section 3.09. Such interest shall accrue from the respective dates on which amounts shall be withdrawn from the Loan Account and shall be payable on the Due Dates, the first payment being due and payable on the first Due Date after the date of the first disbursement of the Loan.

(b) The Bank may from time to time increase or decrease the rate of interest for the time being payable on any amount of the Loan which is being lent from the Ordinary Capital Resources of the Bank to take effect on the day after the first Due Date after June 30 and/or December 31 in any year, or on such other date or dates as the Bank may specify in writing from time to time.

Section 3.04 Commission. The Borrower shall pay to the Bank a commission on the Principal at the rate provided for in the Loan Agreement, except as otherwise provided in Section 3.09. Such commission shall accrue from the respective dates on which amounts shall be withdrawn from the Loan Account and shall be payable on the Due Dates, the first payment being due and payable on the first Due Date after the date of the first disbursement of the Loan.

Section 3.05 Commitment Charge. The Borrower shall pay to the Bank a commitment charge on the amount unwithdrawn from the Loan Account from time to time at the rate specified in the Loan Agreement. Except as the Bank may otherwise specify in writing, such commitment charge shall accrue from the date specified in the Loan Agreement to the respective dates on which amounts shall be withdrawn from the Loan Account or shall be cancelled and shall be payable on the Due Dates, the first payment being due and payable on the first Due Date after the date on which such charge shall accrue.

Section 3.06 Other Charges and Interest on Overdue Payments. Other charges due by the Borrower to the Bank and interest payable under Section 3.09 shall be payable on demand, except as otherwise provided in Section 3.10.

Section 3.07 Computation of Interest, Commission and Commitment Charge. Interest, commission and commitment charge shall be computed daily on the basis of a 360-day year of twelve (12) 30-day months.

Section 3.08 Advance Payments. The Borrower shall have the right, upon payment of all overdue Principal and all accrued interest, commission, commitment charge and other charges and upon not less than

forty-five (45) days' notice to the Bank, to repay as of a date acceptable to the Bank in advance of maturity any portion of the Principal, provided however that, unless otherwise agreed, such early repayment shall not interfere with the repayment in the regular course of the Principal, but shall have the effect only of accelerating repayment of the Principal and the particulars of the repayments to be provided pursuant to Section 3.02 shall be amended accordingly.

Section 3.09 Overdue Payments. (a) In case the Borrower fails to pay any portion of the Principal, interest (excluding interest payable under this Section), commission, commitment charge and/or other charges due and payable under the Loan Agreement, but without prejudice to the provisions of Articles VIII and IX, the Borrower shall pay to the Bank interest on such overdue Principal, interest, commission, commitment charge and/or other charges at such rate or rates of interest per annum as shall be applicable thereto as provided in paragraph (b) of this Section, for a period from the day immediately succeeding the Due Date for such overdue payment or payments to the day of actual payment thereof (both dates inclusive) if the Borrower fails to pay any portion of such overdue payment or payments within the period of twenty-one (21) days after the Due Date for such overdue payment or payments.

(b) The rate of interest per annum payable on the amount of an overdue payment, or, if there be more than one, of the aggregate of all overdue payments outstanding from time to time shall be such rate as the Bank shall specify in writing from time to time being equivalent to one per cent (1%) above the aggregate rates of interest and commission, if any, payable on the Loan on the day immediately succeeding the Due Date or Due Dates for such overdue payment or payments and each Due Date thereafter until payment in full of such overdue payment or payments.

(c) The rate or rates of interest payable on an overdue payment of Principal under this Section shall be in lieu of the rate or rates of interest and commission, if any, payable on the Loan.

Section 3.10 Place and Application of Payments. (a) The Principal and the interest, commission, commitment charge and other charges in respect of the Loan shall be paid at such place or places as the Bank may reasonably request.

(b) All payments shall be applied firstly to any interest payable under Section 3.09, then to any commitment charge and other charges due and payable, then to any interest (excluding interest payable under Section 3.09) and commission due and payable, then to any Principal due and payable.

#### ARTICLE IV Withdrawal of Loan

Section 4.01 Withdrawal and Application of Loan. (a) Subject to the provisions of the Loan Agreement, the Borrower shall be entitled to withdraw from the Loan Account amounts required for the purpose of the Project, but, except with the agreement of the Bank, no withdrawals shall be made on account of expenditures incurred before the date of the Loan Agreement.

(b) The amount withdrawn from the Loan Account shall be applied for the purpose of the Project in accordance with the provisions of the Loan Agreement and of these General Provisions.

Section 4.02 Special Commitments. At the request of the Borrower and upon such terms and conditions as may be agreed upon between the Bank and the Borrower, the Bank may enter into special commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods and services to be financed out of the amount withdrawn from the Loan Account notwithstanding any subsequent suspension or cancellation.

Section 4.03 Period of Disbursement. The Loan may be disbursed up to the date specified in the Loan Agreement or such later date as may be specified in writing by the Bank.

Section 4.04 Procurement. (a) Any goods and services required for carrying out the Project shall, if they are to be financed out of an amount of the Loan,

- (i) be procured in accordance with the procedures outlined in the Bank's "Procedures for Selection and Engagement of Consultants by Recipients of CDB Financing" and "Guidelines for Procurement" as are in effect on the date of the Loan Agreement and as the same may be amended from time to time by the Bank or in accordance with such other procedures as may be specified in writing by the Bank; and

- (ii) except as provided in the procedures referred to in sub-paragraph (i) of this paragraph, have their source and origin in and be procured from only the member countries of the Bank, all of which are specified in the Annex to these General Provisions, and such other countries as may be specified in, or pursuant to, the Loan Agreement.

(b) The Borrower undertakes that, in the procurement of goods and services for the Project, all necessary measures will be taken to ensure that the construction and service contracts and all purchases of goods financed out of an amount of the Loan will be made at a reasonable cost which will generally be the lowest market price taking into account time of delivery, quality, efficiency, reliability of the goods and availability of maintenance facilities and spare parts therefor and, in the case of services, of their quality and the competence of the parties rendering them.

Section 4.05 Goods and Services to be used exclusively in carrying out the Project. Except as the Bank may otherwise agree, the Borrower shall cause all goods and services financed out of an amount withdrawn from the Loan Account to be used exclusively in carrying out the Project.

Section 4.06 Request for Withdrawal or Special Commitment. When the Borrower desires to withdraw any amount from the Loan Account, or to request the Bank to enter into a special commitment pursuant to Section 4.02, the Borrower shall deliver to the Bank a written application in such form and containing such statements and agreements as the Bank shall reasonably request. Applications for withdrawal with the necessary documentation as hereinafter in this Article provided shall be made promptly in relation to expenditures for the Project.

Section 4.07 Authorisation of Requests for Withdrawals. The Borrower shall furnish to the Bank evidence of the authority of the person or persons authorised to sign applications for withdrawal and the authenticated specimen signature of such person or persons.

Section 4.08 Documentation of Requests for Withdrawals. The Borrower shall furnish to the Bank such documents and other evidence in support of the application as the Bank shall reasonably request, whether before or after the Bank shall have permitted any withdrawal requested in the application.



Section 4.09 Application and Documents to satisfy Bank. Each application and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Bank that the Borrower is entitled to withdraw from the Loan Account the amount applied for and that the amount to be withdrawn from the Loan Account has been or will be used for the purposes specified in the Loan Agreement.

Section 4.10 Payments to the Borrower. Payment by the Bank to the Borrower of amounts which the Borrower is entitled to withdraw from the Loan Account shall be made to or on the order of the Borrower.

Section 4.11 Withdrawal and Deduction of Interest, Commission, Commitment Charge and Other Charges. The Bank shall be entitled, but not obligated, to withdraw from the Loan Account when allocated for financing by the Bank without the necessity of an application for withdrawal by the Borrower, or deduct from any disbursement to, or on behalf of, the Borrower under the Loan Agreement, and pay to itself interest, commission, commitment charge and/or other charges due and payable under the Loan Agreement, and the Bank shall promptly notify the Borrower in writing of such withdrawal or deduction. Each such withdrawal from the Loan Account shall be deemed to be a disbursement of a portion of the Loan to the extent of the amount, and as of the date, of such withdrawal.

## ARTICLE V

### Currency Provisions

Section 5.01 Currencies in which Withdrawals may be made. Except as the Bank and the Borrower may otherwise agree, withdrawals from the Loan Account shall be made in the respective currencies in which the expenditures to be financed out of the Loan have been paid or are payable or in such other currency or currencies available to the Bank, as the Bank may reasonably determine.

Section 5.02 Currency in which Principal is Repayable. (a) Any amount withdrawn from the Loan Account which is being lent from that portion of the Special Development Fund of the Bank subject to the Rules adopted by the Board of Directors of the Bank in May 1983, as the same may be amended from time to time by the Bank, shall be repayable in United States dollars.

(b) Except as provided in paragraph (a) of this Section or as the Bank may otherwise specify in writing, the amount withdrawn from the Loan Account shall be repayable in the several currencies withdrawn from the Loan Account and the amount repayable in each currency shall be the amount withdrawn in that currency, provided that, if a withdrawal shall be made in any currency which the Bank shall have purchased with another currency for the purpose of such withdrawal, the amount so withdrawn shall be repayable in such other currency and the amount so repayable shall be the amount paid by the Bank on such purchase.

(c) The portion of the amount withdrawn from the Loan Account to be repaid in a particular currency shall be repayable in such instalments as the Bank shall from time to time specify provided that the amount to be repaid on each Due Date shall remain as set out in the particulars of the repayments to be provided under Section 3.02.

Section 5.03 Currencies in which Commitment Charge, Interest, Commission and Other Charges are Payable. The Commitment Charge shall be payable in United States dollars, interest and commission on any portion of the amount withdrawn from the Loan Account shall be payable in the currency or currencies in which such portion of the amount withdrawn from the Loan Account is repayable, interest payable under Section 3.09 shall be payable in the currency or currencies in which the overdue payment is payable and other charges shall be payable in the currency or currencies utilised by the Bank for such other charges.

Section 5.04 Exchange Control Permission. The obligation to obtain any requisite exchange control permission shall be that of the Borrower.

Section 5.05 Purchase of Currencies. The Bank will, at the request of the Borrower and on such terms and conditions as the Bank shall determine, use its best efforts to purchase any currency needed by the Borrower for payment of Principal, interest, commission, commitment charge and other charges required under the Loan Agreement upon payment by the Borrower of sufficient funds therefor in such currency or currencies to be specified by the Bank from time to time. In purchasing the currencies required, the Bank shall be acting as agent of the Borrower, and the Borrower shall be deemed to have made any payment required under the Loan Agreement only when and to the extent that the Bank has received such payment in the currency or currencies required.

Section 5.06 Valuation of Currencies. Whenever it shall be necessary to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

## ARTICLE VI

### Conditions Precedent to First Disbursement

Section 6.01 (a) The Borrower shall, by the date referred to in Section 8.03 (i), furnish or cause to be furnished to the Bank:

- (i) the Guarantee Agreement in form and substance acceptable to the Bank;
- (ii) evidence, acceptable to the Bank, that the Borrower, if it is not a member of the Bank, is legally established;
- (iii) one or more opinions, satisfactory to the Bank, of a legal practitioner, acceptable to the Bank, showing that:
  - (aa) the Borrower, if it is not a member of the Bank, has the legal capacity to contract the obligations assumed in the Loan Agreement and to fully execute the Project;
  - (bb) the Borrower has complied with all the necessary requirements under the Constitution of the Project Country and under the Laws and Regulations in force therein in order to enter into the Loan Agreement; and
  - (cc) the Loan Agreement has been duly authorised by and executed and delivered on behalf of the Borrower and constitutes a valid and legally binding obligation in accordance with all of its terms;
- (iv) proof, satisfactory to the Bank, that the person or persons who signed the Loan Agreement on behalf of the Borrower were legally empowered to do so;

- (v) evidence, acceptable to the Bank, that the Borrower has designated one or more representatives to represent it in all acts regarding the implementation of the Loan Agreement and the authenticated specimen signature of the said representative or representatives; and
  - (vi) evidence, acceptable to the Bank, that the Borrower has authorised one or more persons to sign applications for withdrawals in accordance with Section 4.07 and the authenticated specimen signature of the person or persons so authorised.
- (b) Except as the Bank may otherwise agree, the Bank shall not be obliged to make the first disbursement of the Loan until the requirements of paragraph (a) of this Section, as amplified by the Loan Agreement, have been complied with to the entire satisfaction of the Bank and the Aid Donor(s) shall have authorised withdrawals for the Project, if necessary.

## ARTICLE VII

### Particular Covenants

Section 7.01 Records, Accounts and Information. (a) The Borrower, if it is not a member of the Bank, shall maintain records and accounts adequate to reflect in accordance with consistently maintained sound accounting practice the operations and financial condition of the Borrower. Without prejudice to the generality of the foregoing provision, if applicable, the Borrower shall maintain records and accounts adequate to identify the goods and services financed out of the amount withdrawn from the Loan Account, to disclose the use thereof in the Project, to show the expenditures of the amount withdrawn from the Loan Account and to record the progress of the Project (including the cost thereof). The Borrower shall maintain such accounts and records relating to the Project to the satisfaction of the Bank and such records and accounts shall be kept separately and distinct from the records and accounts of the other operations of the Borrower.

(b) The Borrower, if it is not a member of the Bank, shall:

- (i) have its accounts and financial statements (balance sheets, statements of income and expenditure and related statements) for each fiscal year audited by independent auditors acceptable to the Bank in accordance with sound auditing principles consistently applied;
- (ii) furnish to the Bank, as soon as available, but in any case not later than six (6) months after the end of each such year, certified copies of its audited financial statements for such year and an audit report by the said auditors of such scope and in such detail as the Bank may reasonably request; and
- (iii) furnish to the Bank such other information concerning its accounts and financial statements and the audit thereof as the Bank may from time to time reasonably request.

(c) The Borrower shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request concerning the expenditures of the amount withdrawn from the Loan Account, the Project, the benefits to be derived therefrom, the administration and operations of the Project and the financial condition of the Borrower.

(d) The authorised representatives of the Bank and the Aid Donor(s) shall be entitled to inspect the goods financed out of the amount withdrawn from the Loan Account, the sites, works, plant and construction included in the Project, the operation thereof and any records, documents and accounts of the Project and for that purpose to enter any lands, buildings, erections or facilities owned or occupied by the Borrower. The Borrower will provide such representatives with all reasonable opportunities and facilities for this purpose.

Section 7.02 Cooperation between the Bank and the Borrower. (a) The Bank and the Borrower shall cooperate fully to ensure that the purpose of the Loan will be accomplished. To that end, the Bank and the Borrower shall, from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower of its obligations under the Loan Agreement and any other matters relating to the Project.

(b) The Borrower shall promptly inform the Bank of any condition which interferes, or threatens to interfere, with the accomplishment of the purpose of the Loan, the maintenance of the service thereof or the performance by the Borrower of its obligations under the Loan Agreement.

Section 7.03 Taxes. The Borrower shall pay, or cause to be paid, all taxes, if any, imposed under the laws in force in the Project Country in connection with the execution, issue, delivery or registration of the Loan Agreement, any instrument given as a requirement of the Loan Agreement (including securities and promissory notes), any transfer or assignment by the Bank pursuant to Section 7.07 and any agreement amending or supplemental to the Loan Agreement, any such instrument and any such transfer or assignment, and all payments of Principal, interest, commission, commitment charge and other charges shall be made without deduction for, and free from, any taxes imposed under any such laws.

Section 7.04 Priority of Loan. (a) It is the mutual intention of the Borrower, if it is a member of the Bank, and the Bank that no other external debt shall enjoy any priority over the Loan by way of lien on governmental assets.

(b) To that end, the Borrower, if it is a member of the Bank, undertakes that, except as the Bank may otherwise agree, if any lien shall be created by the Borrower on any governmental assets as security for any external debt, such lien will, *ipso facto*, and at no cost to the Bank, equally and ratably secure the payment of the Principal, interest, commission, commitment charge and other charges and that in the creation of any such lien express provision will be made to that effect. The Borrower, if it is a member of the Bank, shall promptly inform the Bank of the creation of any such lien.

(c) The foregoing provisions of this Section shall not apply to:

- (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property; or
- (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one (1) year after its date.

(d) As used in this Section the term:

(i) "external debt" means any debt payable by the Borrower in any medium other than the currency which at the time in question is legal tender in the Project Country whether such debt is payable absolutely or at the option of the creditor in such other medium; and

(ii) "governmental assets" means assets of the Project Country, if the Borrower is a member of the Bank, of any of its political sub-divisions, or of any agency of the Project Country, if the Borrower is a member of the Bank, or of any such political sub-division including an institution performing the functions of a central bank.

(e) The Borrower, if it is not a member of the Bank or a political sub-division or agency of a member of the Bank or an enterprise in which equity participation by one or more members of the Bank or one or more agencies of such member or members of the Bank is a controlling one, undertakes that, except as the Bank may otherwise agree or as contemplated for the Project, no security which will rank prior to, or *pari passu* with, any security given as a requirement of the Loan Agreement shall, after the date of the Loan Agreement, be created or maintained on any of its property as security for any debts.

Section 7.05 Additional Funds. The Borrower shall provide promptly as necessary all funds in addition to the amount withdrawn from the Loan Account and all other resources required for the punctual and effective carrying out of the Project and, in particular, shall be responsible for meeting any amount by which the cost of the Project exceeds the estimated cost thereof as specified in the Loan Agreement.

Section 7.06 Maintenance of Insurance. (a) Except as otherwise specified in the Loan Agreement, the Borrower shall take out and maintain with responsible insurers, or make adequate arrangements acceptable to the Bank for, insurance against such risks and in such amounts as shall be consistent with sound business practice and, without limitation upon the foregoing, such insurance shall cover marine, transit and other hazards incident to the acquisition, transportation and delivery of goods financed out of an amount withdrawn from the Loan Account to the place of use or installation, any indemnity thereunder to be made payable in a currency freely usable by the Borrower to replace or repair such goods.

(b) The Borrower shall require any such insurers with which insurances in respect of any insurable property financed out of an amount withdrawn from the Loan Account and other insurable property are taken out and are to be maintained to give notice periodically to the Borrower and the Bank when such insurances are to be renewed and, in addition, advise the Bank immediately on each renewal date whether such insurances are renewed.

Section 7.07 Transfer or Assignment of Loan Agreement or Loan. The Bank shall be entitled to transfer or assign at any time to the Aid Donor(s) all or any of its right, title and interest in and under the Loan Agreement and any instrument (including securities and promissory notes) given as a requirement of the Loan Agreement and in and to the whole or any part of all monies whatsoever due or to become due to the Bank thereunder. The Bank shall promptly inform the Borrower of any such transfer or assignment.

Section 7.08 Maintenance of Corporate Existence, Licences and Franchises and other special requirements if the Borrower is a limited liability company. (a) Except as the Bank may otherwise agree or as specified in the Loan Agreement, the Borrower shall:

- (i) take all necessary steps as lie within its power and use its best endeavours at all times to maintain its corporate existence and the right to carry on operations and shall acquire, maintain and renew all rights, powers, privileges, licences and franchises owned or held by it and necessary and useful in the implementation of the Project and the conduct of the business contemplated by the Project;
- (ii) not amend its Memorandum or Articles of Association; and
- (iii) observe all the laws of the Project Country affecting the Borrower and, in particular, all the provisions of the Companies legislation in force in the Project Country as amended or modified from time to time especially in filing with the Registrar of Companies any information and documents required to be filed under such legislation.

(b) Except as the Bank may otherwise agree, at least fifty-one per cent (51%) of the issued and paid up share capital of the Borrower shall be held at all times by one or more of the Governments, nationals and belongers of Commonwealth Caribbean member countries of the Bank and corporate bodies controlled by such



Governments, nationals and belongers and the Borrower shall at all times be controlled by one or more of such Governments, nationals, belongers and corporate bodies.

**ARTICLE VIII**  
**Cancellation and Suspension**

Section 8.01 Cancellation by Borrower. The Borrower may by notice to the Bank cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Bank shall have entered into a special commitment pursuant to Section 4.02.

Section 8.02 Suspension by Bank. (a) If any of the following events shall have occurred and be continuing, the Bank may by notice to the Borrower and the Guarantor suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account:

- (i) the Borrower shall have failed to make payment (notwithstanding the fact that such payment may have been made by the Guarantor or a third party) of Principal, interest, commission, commitment charge or other charges under the Loan Agreement or any Principal, interest, commission, commitment charge or other payment required under any other agreement between the Bank and the Borrower;
- (ii) the Guarantor shall have failed to make payment of Principal, interest, commission, commitment charge or other charges under the Guarantee Agreement or any Principal, interest, commission, commitment charge or other payment required under any other agreement between the Bank and the Guarantor;
- (iii) the Borrower or the Guarantor shall have failed to perform or observe any of its other obligations under the Loan Agreement or the Guarantee Agreement;

- (iv) a situation shall have arisen which shall make it improbable in the Bank's opinion that the Project can be carried out or that the Borrower or the Guarantor will be able to perform or observe any of its obligations under the Loan Agreement or the Guarantee Agreement;
- (v) prior to the Closing Date, any material adverse change in the condition of the Borrower, as represented by the Borrower, shall have occurred;
- (vi) a representation made by the Borrower or the Guarantor in or pursuant to the Loan Agreement or the Guarantee Agreement or any statement furnished in connection therewith and intended to be relied upon by the Bank in making the Loan shall have been incorrect in any material respect;
- (vii) the Borrower, if it is a member of the Bank, or the Guarantor shall have withdrawn or been suspended from membership in, or ceased to be a member of, the Bank;
- (viii) the right of the Borrower or the Guarantor to make withdrawals under any other agreement with the Bank shall have been suspended in whole or in part by the Bank;
- (ix) the right of the Bank to receive funds for the Project from the Aid Donor(s) shall have been suspended in whole or in part or shall have terminated;
- (x) a situation shall have arisen whereby, in the Bank's opinion, any withdrawal or further withdrawal from the Loan Account will cause the Bank to exceed any of the lending limits of the Bank, established by the Board of Directors of the Bank from time to time;
- (xi) any event specified in sub-paragraph (vii) of Section 8.03 and sub-paragraphs (iv), (vi), (vii), (viii), (ix), (x), (xi) and (xii) of Section 9.01 shall have occurred; or
- (xii) any other event specified in the Loan Agreement for the purpose of this Section shall have occurred.

(b) The right of the Borrower to make withdrawals from the Loan Account shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Bank shall have notified the Borrower and the Guarantor that the right to make withdrawals shall be restored, whichever is earlier, but, in case of any such notice of restoration, the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Bank in respect of any other or subsequent event described in this Section.

Section 8.03 Cancellation by the Bank. If any of the following events shall occur, then at any time thereafter the Bank may by notice to the Borrower and the Guarantor terminate the right of the Borrower to make withdrawals from the Loan Account or with respect to any amount of the Loan, as the case may be, and, upon the giving of such notice, the amount of the Loan specified therein shall be cancelled:

- (i) the Borrower shall have failed to comply with the conditions set out in Section 6.01 (a), as amplified by the Loan Agreement, by the sixtieth (60<sup>th</sup>) day after the date of the Loan Agreement or such later date as may be specified in writing by the Bank;
- (ii) in the opinion of the Bank, it is improbable that any requirement specified in or pursuant to Section 6.01 (b), or any condition to be fulfilled in meeting any such requirement will be satisfied;
- (iii) by the date therefor referred to in the Loan Agreement, the Bank has not received any application for withdrawal from the Loan Account or for Special Commitment in accordance with Article IV or all applications received by the date shall not have been acceptable to the Bank;
- (iv) the right of the Borrower to make withdrawals from the Loan Account shall have been suspended with respect to any amount of the Loan for a continuous period of thirty (30) days;
- (v) at any time the Bank determines, after consultation with the Borrower, that an amount of the Loan will not be required to finance the Project's cost to be financed out of the Loan;

- (vi) after the Closing Date an amount of the Loan remains unwithdrawn from the Loan Account;  
or
- (vii) the Bank shall have received notice from the Guarantor pursuant to Section 3.05 of the General Provisions applicable to Guarantee Agreements with respect to any amount of the Loan.

Section 8.04 Amounts subject to Special Commitment not affected by Cancellation or Suspension by the Bank. No cancellation or suspension by the Bank shall apply to amounts subject to any special commitment entered into by the Bank pursuant to Section 4.02.

Section 8.05 Effectiveness of Provisions after Cancellation or Suspension. Notwithstanding any cancellation or suspension, all the provisions of the Loan Agreement and of these General Provisions which shall have been made applicable thereto shall continue in full force and effect except as in this Article specifically provided.

## ARTICLE IX

### Events of Default

Section 9.01 If any of the following events shall occur and shall continue for the period specified, if any, then, at any subsequent time during the continuance thereof, the Bank, at its option, may by notice to the Borrower and the Guarantor declare the Principal due and payable immediately together with interest, commission, commitment charge and other charges under the Loan Agreement and upon such declaration the Principal together with interest, commission, commitment charge and other charges under the Loan Agreement shall become due and payable immediately:

- (i) a default shall occur in the payment of Principal, interest, commission, commitment charge or other charges under the Loan Agreement and such default shall continue for a period of thirty (30) days;

- (ii) a default shall occur in the payment of Principal, interest, commission, commitment charge or other charges under the Guarantee Agreement and such default shall continue for a period of thirty (30) days;
- (iii) a default shall occur in the payment of Principal, interest, commission, commitment charge or other charge under any other loan or guarantee agreement between the Bank and the Borrower and such default shall continue for a period of thirty (30) days;
- (iv) a default shall occur in the payment of Principal, interest, commission, commitment charge, or other charges under any loan or guarantee agreement between the Guarantor and the Bank under circumstances which would make it unlikely that the Guarantor would meet its obligations under the Loan Agreement or the Guarantee Agreement and such default shall continue for a period of thirty (30) days;
- (v) a default shall occur in the performance or observance of any other obligation on the part of the Borrower or the Guarantor under the Loan Agreement or the Guarantee Agreement and such default shall continue for a period of sixty (60) days after notice thereof shall have been given by the Bank to the Borrower and the Guarantor;
- (vi) the Borrower, if it is not a member of the Bank, shall have become unable to pay its debts as they mature or any action or proceeding shall have been taken by the Borrower, if it is not a member of the Bank, or by others whereby any of the property of the Borrower, if it is not a member of the Bank, shall or may be distributed among its creditors;
- (vii) the Borrower, if it is not a member of the Bank, shall have taken or suffered any action for its reorganisation, liquidation or dissolution or the suspension of its operations or a receiver or liquidator shall have been appointed of all or any part of its property;
- (viii) any modification shall have been made in the purpose, nature or objectives, capital or assets of the Borrower, if it is not a member of the Bank, and particularly any substantial revision of the legislation establishing the Borrower, if it is not a member of the Bank and is established

by legislation, which may have a deleterious effect on the Project or on the purpose for which the Loan Agreement was entered into;

- (ix) the Borrower or the Guarantor shall have failed to fulfil any of its obligations to the Bank whether arising under the agreement establishing the Bank or otherwise;
- (x) there shall have been cancellation, pursuant to Section 8.01 or Section 8.03, of such an amount of the Loan as will make it improbable in the Bank's opinion that the Project can be carried out or that the Borrower will be able to perform or observe any of its obligations under the Loan Agreement;
- (xi) the Project shall have been discontinued or suspended without the prior approval of the Bank or the Borrower shall have suspended, or ceases or threatens to cease to carry on, the business contemplated in carrying out the Project; or
- (xii) any other event specified in the Loan Agreement for the purpose of this Section shall have occurred and shall continue for the period, if any, specified in the Loan Agreement.

## ARTICLE X

### Termination

Section 10.01 Termination of Loan Agreement. Upon payment in full of the Principal and all interest, commission, commitment charge and other charges under the Loan Agreement, the Loan Agreement and all obligations of the parties thereunder shall forthwith terminate.

## ARTICLE XI

### Enforceability

Section 11.01 (a) Except as provided in paragraph (b) of this Section, the rights and obligations of the Bank and the Borrower under the Loan Agreement shall be valid and enforceable in accordance with its terms.

(b) If the Borrower is not a member of the Bank, the rights and obligations of the Bank and the Borrower under the Loan Agreement shall be construed and determined in accordance with the laws of the Project Country at the date of the Loan Agreement.

(c) Neither the Bank nor the Borrower shall be entitled in any proceeding under or pursuant to Article XIII to assert any claim that any provision of the Loan Agreement is invalid or unenforceable because of any provision of the agreement establishing the Bank or for any other reason.

## ARTICLE XII

### Miscellaneous

Section 12.01 All statements, reports, certificates, evidence, opinions, notices, communications and other documents or information furnished or given under the Loan Agreement shall be supplied or submitted in the English language without cost to the Bank.

Section 12.02 No failure or delay on the part of the Bank to exercise any right, power or privilege under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under the Loan Agreement preclude any other or further exercise thereof or the exercise of any right, power or privilege.

Section 12.03 All notices and other communications required or permitted to be given or made under the Loan Agreement and any other agreement between any of the parties contemplated by the Loan Agreement shall be in writing. Any such notice or other communication shall be deemed to have been duly given or made when delivered by hand or mail or by telefax or to the party to which it is required or permitted to be given or made at such party's address specified in the Loan Agreement or at such other address as such party may have designated by notice to the party giving such notice or making such communication.

Section 12.04 Subject to Article 42 of the agreement establishing the Bank, if the Borrower, being a member of the Bank, or the Guarantor ceases to be a member of the Bank, any amount due to it for its shares repurchased by the Bank shall be withheld so long as the Borrower or the Guarantor remains liable to the Bank

in respect of the Loan. Such amount may, at the option of the Bank, be applied to any such liability as it matures.

Section 12.05 Subject to Article 46 of the agreement establishing the Bank, in the event of a distribution of the assets of the Bank, the Borrower, being a member of the Bank, or the Guarantor shall not be entitled to receive its share in such distribution until it has settled its obligations to the Bank under the Loan Agreement or the Guarantee Agreement.

### **ARTICLE XIII**

#### **Arbitration**

Section 13.01 (a) Any controversy between the parties to the Loan Agreement and any claim by any such party against any other such party arising under the Loan Agreement which shall not be determined by agreement between the parties shall be submitted to arbitration before an Arbitration Committee as hereinafter provided.

(b) The parties to such arbitration shall be the Bank on one side and the Borrower on the other side.

(c) The Arbitration Committee shall consist of three arbitrators appointed as follows:

One arbitrator shall be appointed by the Bank, another by the Borrower and a third (hereinafter called the umpire) shall be appointed by agreement between the parties, either directly or through their respective arbitrators. If the parties fail to agree on who shall be the umpire, he shall be appointed at the request of either party by the Secretary-General of the Caribbean Community. If either side fails to appoint an arbitrator, he shall be appointed by the Secretary-General of the Caribbean Community at the request of the other party. If either of the appointed arbitrators or the umpire is unwilling or unable to act or to continue to act in such capacity, his successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his predecessor.



(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the remedy sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty (30) days after the giving of such notice, the other party shall notify the party instituting the proceeding of the name of the arbitrator appointed by such other party.

(e) If within sixty (60) days after giving notice instituting the arbitration proceeding the parties shall not have agreed upon an umpire, either party may request the appointment of an umpire as provided in paragraph (c) of this Section. If within forty-five (45) days after becoming entitled to do so, neither party requests the appointment of an umpire as provided in paragraph (c) of this Section, the arbitration proceeding shall be deemed to have been abandoned.

(f) The Arbitration Committee shall convene in Barbados at such time and place as shall be fixed by the umpire. Thereafter the Arbitration Committee shall meet in Barbados or in the Project Country at such time and place as the Arbitration Committee shall determine.

(g) Subject to the provisions of this Section and except as the parties shall otherwise agree, the Arbitration Committee shall decide all questions relating to its competence and shall determine its procedure. All decisions of the Arbitration Committee shall be by a majority vote.

(h) The Arbitration Committee shall afford to both sides a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitration Committee shall constitute the award of the Arbitration Committee. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Loan Agreement. Each party shall abide by and comply with any such award rendered by the Arbitration Committee in accordance with the provisions of this Section.

(i) The parties shall fix the amount of the remuneration of the Arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. The Bank and the Borrower shall each defray its own expenses in the arbitration proceedings. The costs of the Arbitration Committee shall be divided between and borne equally by the Bank on the one side and the Borrower on the other. Any question concerning the

division of the costs of the Arbitration Committee or the procedure for payment of such costs shall be determined by the Arbitration Committee.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the determination of any controversy between the parties to the Loan Agreement or any claim by any such party against the other such party arising thereunder.

(k) If within thirty (30) days after the counterparts of the award shall be delivered to the parties the award shall not be complied with, any party may enter judgment upon or institute a proceeding to enforce the award in any court of competent jurisdiction against any other party, may enforce such judgment by execution or may pursue any other appropriate remedies against such other party for the enforcement of the award and the provisions of the Loan Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of award against any party that is a member of the Bank except as such procedure may be available otherwise than by reason of the provisions of this Section.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award pursuant to this Section may be made in the manner provided in Section 12.03. The parties to the Loan Agreement waive any and all other requirements for the service of any such notice or process.

(m) Notwithstanding the provisions of paragraph (j) of this Section, if the Borrower is not a member of the Bank, nothing in this Section shall be deemed to preclude either of the parties from exercising or instituting any legal or equitable action to enforce any right or claim arising out of or pursuant to any instrument given as a requirement of the Loan Agreement with respect to the repayment of the Principal and payment of interest, commission, commitment charge and other charges and submission to arbitration under this Section shall not be deemed to be a condition precedent or in any way prejudice such exercise or other enforcement of any such right or claim.

**ANNEX**

**[Section 4.04 (a) (ff)]**

**MEMBERS OF THE BANK**

**Regional Members**

1. Anguilla
2. Antigua and Barbuda
3. Bahamas - Commonwealth of The
4. Barbados
5. Belize
6. British Virgin Islands
7. Cayman Islands
8. Colombia
9. Dominica - Commonwealth of
10. Grenada
11. Guyana - Co-operative Republic of
12. Haiti - Republic of
13. Jamaica
14. Mexico
15. Montserrat
16. Saint Kitts and Nevis
17. Saint Lucia
18. Saint Vincent and the Grenadines
19. Suriname
20. Trinidad and Tobago - Republic of
21. Turks and Caicos Islands
22. Venezuela

**Non-Regional Members**

1. Canada
2. China - The People's Republic of
3. Germany
4. Italy
5. United Kingdom

## SCHEDULE 2

[Section 1.03(a)(ii)]

### THE PROJECT

#### 1. PROJECT OUTCOME

1.01 The outcome of the Project will be enhanced resilience to coastal and riverine hazards and the effects of climate change through strengthened sea and river defence systems.

#### 2. PROJECT COMPONENTS

2.01 The Project will consist of the following components:

- (a) Flood Protection Infrastructure: Civil works for the reconstruction and improvement of approximately 5.4 km of sea and river defences.
- (b) Capacity Building: Consultancy services for selected capacity building in shore-zone monitoring, including establishment of a shoreline change monitoring system, enhancements to the GIS-based Shore-Zone Management System (SZMS) and training of WSG staff.
- (c) CAEP: Consultancy services for public awareness and education activities.
- (d) Engineering Services: Consultancy services for: (i) the preparation of initial designs and feasibility studies, and (ii) final designs and construction supervision for the civil works.
- (e) M&E: Consultancy services to carry out research and analysis to measure the achievement of project outcomes at the end of project implementation; and
- (f) Project Management: Consultancy services for the function of a Project Coordinator (PC) (including M&E) and counterpart staff, facilities and services to manage project implementation.

#### 3. DETAILS OF THE PROJECT

##### FLOOD PROTECTION INFRASTRUCTURE

3.01 This component consists of the civil works required for the reconstruction of approximately 5.4 km of sea and river defences at sites classified as "poor" and "critical" under the rating used by SRIID in its SZMS. Structures to be constructed under this component will have a minimum design life of 30 years, with designs considering factors that include static water levels, storm surge, sea level rise, wind-generated waves, and currents, as applicable, in addition to settlement and seepage. Technical specifications for the construction will be informed by the applicable authoritative standards and guidelines, including the Coastal Engineering Manual published by the United States Army Corps of Engineers, the Rock Manual – The Use of Rock in Hydraulic Engineering (2nd Edition).

3.02 The proposed sites and details of the works are as follows:

- (a) Johanna Cecilia/Zorg, Region 2 – approximately 1,000 m stone revetment.
- (b) Success, Leguan, Region 3 - approximately 500 m stone revetment.

- (c) Endeavour/Blenheim, Region 3 - approximately 430 m stone revetment.
- (d) Grove/Lookout, Region 3 - approximately 530 m stone revetment.
- (e) Crane/Harlem/Rotterdam/Mary, Region 3 - approximately 1,000 m stone revetment.
- (f) Good Success/New Hope, Region 4 – approximately 500 m steel sheet-piled revetment.
- (g) Lonsdale/Sisters, Region 6 - approximately 700 m stone revetment.
- (h) No. 78 Village to Line Path, Region 6 - approximately 700 m stone revetment.

3.03 The cost of the works include, among other things, provision for the following:

- (a) General and Preliminary items such as insurances, management of health and safety, environmental monitoring, and project communication.
- (b) Surveys and investigations required for construction.
- (c) Earthworks.
- (d) Temporary works.
- (e) Supply and installation of materials including geotextiles, armour stone, steel sheet piling, etc.
- (f) Works to related drainage elements.
- (g) Transition works.

#### **4. CAPACITY BUILDING**

4.01 Consulting services to establish a shoreline change monitoring programme, assessing and identifying the most feasible cost-effective methodologies and technological information-system requirements for monitoring, measuring and analysing shoreline movement at planning/design appropriate scales; and facilitate knowledge transfer for optimising policy and operational level decision-making in respect of coastal zone management. The component includes provision for a short study tour by senior officials of WSG to the Barbados Coastal Management Programme, recognised as a centre of regional “best practice”.

4.02 WSG’s GIS unit will also benefit from the improvements to its systems through the supply and installation of hardware and software to enhance the capability of the SZMS, and related training of WSG staff.

#### **5. COMMUNITY AWARENESS AND EDUCATION PROGRAMME**

5.01 Consulting services to develop and implement a communications programme to enhance knowledge of the use and benefits of the coastal defence infrastructure, strengthen community participation in the maintenance and sustainability of both natural and man-made coastal defence systems, and enhance community resilience.

**6. ENGINEERING SERVICES**

6.01 This component consists of:

- (a) **Initial Design and Feasibility Studies:** Consulting services for the project feasibility studies and the initial designs for Crane, Endeavour, Success, and Village 78 to Line Path.
- (b) **Final Designs and Construction Supervision:** Consulting services for the completion of all designs, completion of tender and contract documents; assistance to GOGY in procurement activities, including prequalification of bidders, preparation of evaluation reports, invitation of bids, etc.; and supervision of the civil works.

**7. MONITORING AND EVALUATION**

7.01 This component includes consulting services for the conduct of beneficiary surveys and other activities to monitor the achievement of project outcomes.

**8. PROJECT MANAGEMENT**

8.01 The services of the PMT are included in this component, including the consultancy services for PC. It also includes the estimated cost of operations of the PSC and support by the Implementing Agency required for the overall management and coordination of the Project.

**9. PROJECT COSTS**

9.01 The Project is estimated to cost \$30.9 mm which will be financed with resources from CDB and GOGY. Four of the eight designs were prepared by consultants whose services have been financed by GOGY. The preliminary costs for the other sites were provided by staff of WSG, and are based on recent sea defence works contracts in Guyana and are acceptable to CDB staff. The Table below presents a summary of the estimated costs, with details of the Project Costs, Phasing and Financing provided at Appendix 1 to this Schedule.

**TABLE: SUMMARY OF PROJECT COSTS AND FINANCING**

**(\$'000)**

Item	OCR	SFR	Total CDB Loan	GOGY	Total
1. Flood Protection Infrastructure	1,977	12,933	14,910	4,055	18,965
2. Capacity Building	-	239	239	48	287
3. CAEP	-	166	166	20	186
4. <b>Engineering Services:</b>					
(a) Initial Design and Feasibility Studies; and	-	-	-	144	144
(b) Final Design and Construction Supervision	-	1,897	1,897	-	1,897
5. Project Management	-	360	360	154	514
6. M&E	-	44	44	10	54
7. Contingencies Price <sup>1</sup> and Physical <sup>2</sup>	640	5,127	5,767	1,472	7,240
8. IDC and Commitment Charge	283	1,333	1,616	-	1,616
<b>Total Financing</b>	<b>2,900</b>	<b>22,100</b>	<b>25,000</b>	<b>5,903</b>	<b>30,903</b>
<b>Percentage (%) Financing</b>	<b>9</b>	<b>72</b>	<b>81</b>	<b>19</b>	<b>100</b>

<sup>1</sup>Physical Contingency: 20% on item 1; 10% on items 2, 3, 4 (b), 5, and 6;

<sup>2</sup>Price Contingency: 3% p.a. (Foreign) and 4% p.a. (Local).

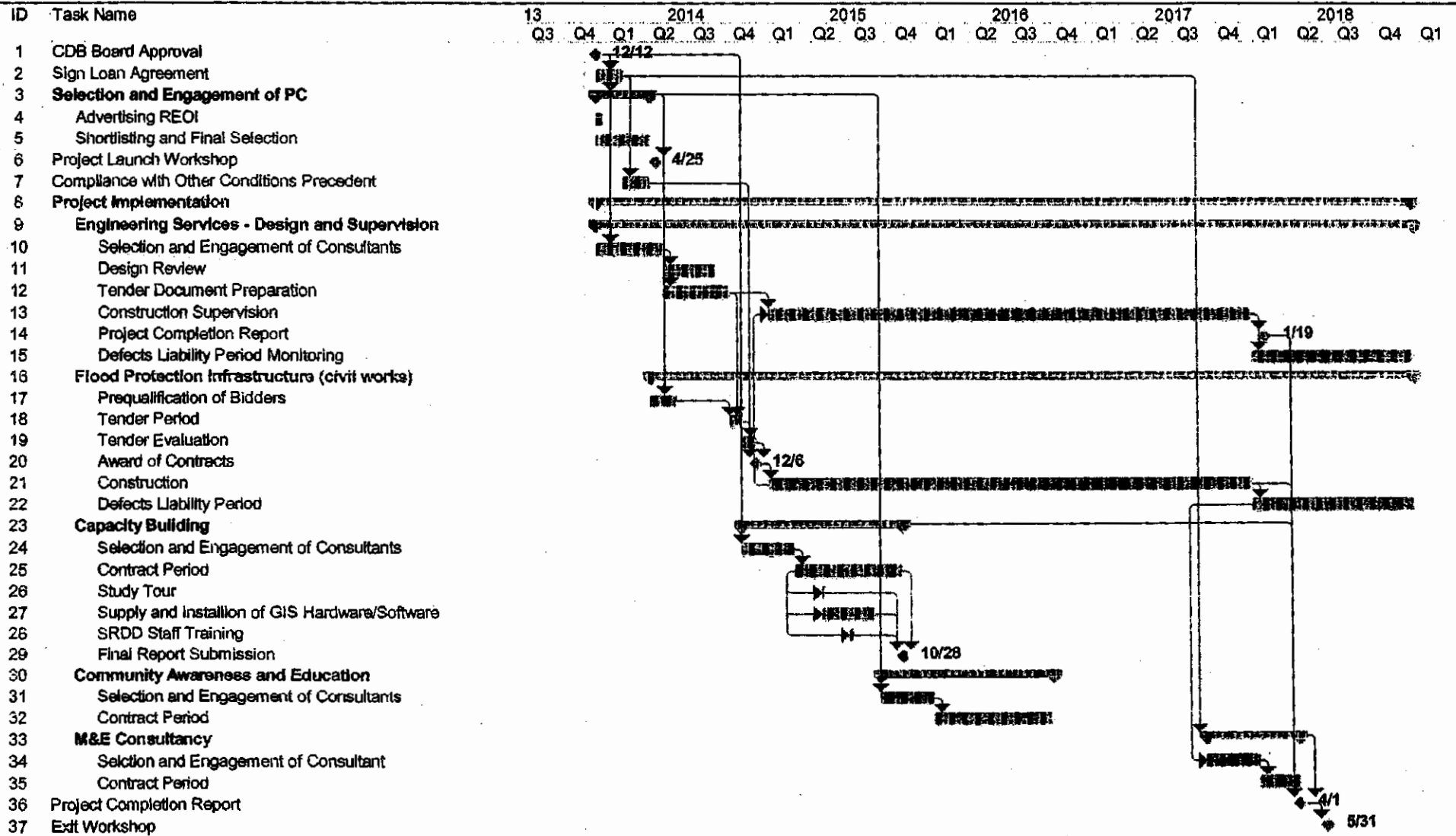
**PROJECT COST, PHASING AND FINANCING PLAN**  
(\$'000)

Item	2017				TOTALS			
	CDB		GOGY	TOTAL	CDB		GOGY	TOTAL
	OCR	SFR			OCR	SFR		
1. Civil Works	-	4,311	1,352	5,663	1,977	12,933	4,055	18,965
2. Capacity Building	-	-	-	-	-	239	48	287
3. CAEP	-	-	-	-	-	166	20	186
4. Engineering Services	-	-	-	-	-	-	-	-
(a) Initial Designs and Feasibility Studies	-	-	-	-	-	-	144	144
(b) Final Designs and Civil Works Supervision	-	455	-	455	-	1,897	-	1,897
5. Project Management	-	86	37	123	-	360	154	514
6. M&E	-	44	10	54	-	44	10	54
<b>Base Cost</b>	-	<b>4,897</b>	<b>1,399</b>	<b>6,296</b>	<b>1,977</b>	<b>15,639</b>	<b>4,431</b>	<b>22,047</b>
7. Physical Contingencies	-	921	275	1,196	395	2,857	834	4,087
<b>Sub-Total</b>	-	<b>5,818</b>	<b>1,674</b>	<b>7,492</b>	<b>2,372</b>	<b>18,496</b>	<b>5,265</b>	<b>26,134</b>
8. Price Contingencies	-	988	284	1,272	245	2,270	638	3,153
<b>Sub-Total</b>	-	<b>6,806</b>	<b>1,958</b>	<b>8,764</b>	<b>2,617</b>	<b>20,766</b>	<b>5,903</b>	<b>29,287</b>
9. IDC	116	742	-	858	227	1,333	-	1,561
10. Commitment Charge	4	-	-	4	55	-	-	55
<b>Total Project Cost</b>	<b>120</b>	<b>7,548</b>	<b>1,958</b>	<b>9,626</b>	<b>2,900</b>	<b>22,100</b>	<b>5,903</b>	<b>30,903</b>
Percentage Allocation					9	72	19	100

Price Contingency: 3% p.a. foreign and 4% local.

Physical Contingency: 20% on item 1; 10% in items 2, 3, 4 (b), 5, and 6.

## PROJECT IMPLEMENTATION SCHEDULE



Task Milestone Summary Progress

### Sea and River Defence Resilience Project - GUYANA



**SCHEDULE 3**

[Section 4.03(b)]

**PROCUREMENT PLAN**

**A. General**

**1. Programme Information:**

Country: Guyana

Borrower: Government of Guyana

Project Name: Sea and River Defence Resilience Project

Project Implementing Agencies: MPW

**2. Bank's Approval Date of the Procurement Plan:** December 12, 2012

**3. Period Covered By This Procurement Plan:** December 2013 – June 2015

**B. Goods and Works and Non-Consulting Services**

**1. Prior Review Threshold:** Procurement decision subject to prior review by the Bank as stated in Appendix 2 to the Guidelines for Procurement:

	<b>Procurement Method</b>	<b>Prior Review Threshold</b>	<b>Comments</b>
1.	International Competitive Bidding	USD250,000	Tender Documents for works will be subject to prior review.
2.	National Competitive Bidding	USD250,000	Tender Documents for works will be subject to prior review.
3.	Non-Bank Funded	No review	Procurement procedures of GOGY apply.

**2. Prequalification:** Required for the Flood Protection Infrastructure contract, in accordance with paragraph 2.09 of CDB's Guidelines for Procurement.

**3. Reference to Project Operational/Procurement Manual:** For ICB, CDB's Guidelines for Procurement (2006) and CDB's Standard Bidding Documents will be used. For consulting services, CDB's Guidelines for the Selection and Engagement of Consultants and CDB's Standard Request for Proposals will be used, where applicable.

**4. Any Other Special Procurement Arrangements:** N/A

**5. Procurement Packages with Methods and Time Schedule:**

1	2	3	4	5	6	7	8
Ref No.	Contract (Description)	Estimated Cost	Procurement Method	Prequal. (Yes/No)	Bank Review (Prior/Post)	Expected Bid- Opening Date	Comments
1.	Flood Protection Infrastructure	18,965,000	ICB	Yes	Prior	Nov 2014	
2.	GIS Equipment	34,000	NCB	No	Prior	July 2015	
3.	SRDD Staff Training	45,000	DC	No	Prior	N/A	Estimated July 2015

**C. Consulting Services**

**Procurement Packages with Methods and Time Schedule:**

1	2	3	4	5	6	7
Ref No.	Assignment (Description)	Estimated Cost	Selection Method	Review by Bank (Prior/Post)	Expected Proposal	Comments
1.	Engineering Services	1,897,000	QCBS	Prior	April 2014	Expected start: May 2014
2.	Capacity Building	160,050	QCBS	Prior	August 2014	Expected start: March 2015
3.	Community Awareness and Education	166,200	QCBS	Prior	July 2015	Expected start: August 2015
4.	M&E	44,415	FBS	Prior	April 2018	Expected start: January 2018
5.	Project Coordinator	360,000	IS	Prior	April 2018	Expected start: May 2014

**D. Implementing Agency Capacity Building Activities with Time Schedule:**

Project Launch Workshop: Schedule to be coordinated with GOGY.

**E. Draft Summary of Proposed Procurement Arrangement**

Project Component	CDB (USD'00)									NBF (USD'000)		Total Cost (USD'000)
	Primary	Secondary			Other					Country	Institution	
	ICB	DC	RCB	NCB	FBS	IS	NBF	QCBS	SSS			
1. Flood Protection Infrastructure	14,910	-	-	-	-	-	-	-	-	4,055 <sup>1</sup>	-	18,965
2. Capacity Building:												
(i) Consultancy Services;	-	-	-	-	-	-	-	160.0	-	43	-	203
(ii) GIS Equipment; and	-	-	-	-	-	-	-	-	-	-	-	34
(iii) SRDD Staff Training	-	-	-	3	-	-	-	-	-	-	-	50
3. CAEP	-	4	-	4	-	-	-	-	-	5	-	186
4. Engineering Services:		5						166.		20		
(i) Initial Designs and Feasibility Studies; and	-	-	-	-	-	-	-	2	-	-	-	144
(ii) Final Designs and Construction Supervision	-	-	-	-	-	-	-	-	-	144	-	1,897
5. Project Management	-	-	-	-	-	-	-	-	-	-	-	514
<b>Total Base Cost</b>	<b>14,910</b>	<b>45</b>		<b>34</b>	<b>44</b>	<b>360</b>		<b>2,223</b>		<b>368</b>		<b>22,047</b>

- CQS - Consultant Quality Selection
- DC - Direct Contracting
- FA - Force Account
- FBS - Fixed Budget Selection
- ICB - International Competitive Bidding
- IS - Individual Selection
- LIB - Limited International Bidding
- NBF - Non-Bank Financed
- NCB - National Competitive Bidding
- QCBS - Quality and Cost-Based Selection
- RCB - Regional Competitive Bidding
- SSS - Single Source Selection
- UOF - Use of Funds

<sup>1</sup> Counterpart contribution to the Flood Protection Infrastructure contract procured through ICB.

## SCHEDULE 4

[Section 6.03(ii)]

### TERMS OF REFERENCE PROJECT MANAGEMENT TEAM

#### Section 1. DUTIES AND COMPOSITION OF THE PROJECT MANAGEMENT TEAM

1.01 To enable WSG to effectively implement the Project, key staff members will be assigned to PMT. PMT shall be headed by PC and shall include an SEO who shall be responsible for community liaison and environmental monitoring, the assigned counterpart to PC, and the Senior District Engineers (appointed or acting) assigned to the districts in which the project sites are situated. For the purposes of project management, PMT will report to the Coordinator, WSG, through CSRDO. PMT will receive additional technical, administrative and clerical support from within WSG, including from the Accounting and Finance Division for the processing of applications for withdrawal from the Loan. As a condition precedent to disbursement in respect of the Flood Protection Infrastructure, GOGY will be required to submit to CDB evidence that the PMT has been established.

#### Section 2. PROJECT COORDINATOR

2.01 The Project Coordinator (PC) will be responsible for coordinating and monitoring all aspects of the implementation of the Project. PC's duties will include, but will not be limited to:

- (a) preparation and submission to the Government of Guyana (GOGY) and CDB of annual work plans for the Project;
- (b) direct and supervise the day-to-day operations of the Project, guided by the project documents and the annual work plans;
- (c) monitoring and evaluation of the Project, in a manner consistent with the Project's Monitoring and Evaluation Framework;
- (d) mentoring and supervision of Work Services Group (WSG) staff assigned to assist in the execution of project-related functions;
- (e) supervision of all components, including ensuring that activities and procurement schedules are carefully planned and executed and that there is adherence to the procurement procedures of the Caribbean Development Bank (CDB);
- (f) develop close working relationships with all project participants and stakeholders (including non-governmental organisations, government departments, private sector, and Local Government officials) to achieve a shared vision of the Project and its objectives;
- (g) representation of GOGY in all its dealings with all consultants, suppliers and contractors;
- (h) serve as secretary to the Project Steering Committee;
- (i) participation and reporting on formal community participation in implementation of the Project, including discussions at public meetings arranged with/by the Local Government councils;

- (j) management and administration of the implementation of the construction and Civil Works consultancy contracts;
- (k) convening, at least monthly, meetings with the contractor(s) and engineering consultants, for the purpose of coordinating activities;
- (l) submit to CDB, quarterly reports on the investment cost of the Project in the format shown in the Reporting Requirements presented in CDB's Appraisal Report or in such form or forms as may be specified by CDB within four weeks after the end of each quarter, commencing with the quarter following PC's assignment;
- (m) expedition of the submission to CDB of claims for disbursement/reimbursement with regard to all components financed from the Loan;
- (n) control the budget and introduce safeguards acceptable to CDB to prevent funds and assets misuse;
- (o) keep accounts on project-related expenditure and disbursement activities;
- (p) advertise for, and assist, in the selection and engagement of the various consultants for the Civil Works component of the Project;
- (q) ensure that all contractual obligations are adhered to and make all necessary arrangements to ensure implementation meets projected targets;
- (r) submission to CDB, within one (1) week after the end of each month, of the monthly reports on implementation of all components of the Project as referred to in the Reporting Requirements contained in CDB's Appraisal Report, including reporting on formal community participation in implementation of the Project;
- (s) liaise with CDB on all relevant technical, financial and administrative aspects of the Project;
- (t) submit to CDB (within three (3) weeks after the end of each month), the monthly reports prepared by the engineering consultants on the progress of the works;
- (u) submission to CDB of the Civil Works Implementation Completion Report and as-built drawings referred to in the Reporting Requirements contained in CDB's Appraisal Report, within two (2) months after the date of issue by the engineering consultants of a certificate of practical completion of the last Civil Works contract; and
- (v) preparation and submission to CDB of a Project Completion Report by the deadline specified in the Reporting Requirements contained in CDB's Appraisal Report;

**Section 3. SOCIO-ENVIRONMENT OFFICER**

3.01 The Socio-Environment Officer (SEO), will be responsible for community liaison and environmental monitoring of the Project on behalf of WSG. SEO will report to PC on matters relevant to the Project. No change shall be made to the appointment of SEO without the prior approval of CDB. SEO will be required to:

- (a) develop close working relationships with all key participants and stakeholders involved in the Project (including contractors, consultants, government departments, Local Government officials, and residents) to assist in effective monitoring of the Project;
- (b) ensure that public consultations are held at an appropriate frequency and at appropriate locations where the wider community would be engaged;
- (c) assist PC in the supervision of project activities, particularly the Community Awareness and Education and the Monitoring and Evaluation consultancy services, providing reports to PC in accordance with the frequency and format PC may specify;
- (d) participate and report on formal community participation in implementation of the Project, including discussions at public meetings of the Local Government Councils;
- (e) ensure that local Neighbourhood Democratic Council Offices are kept informed about the progress of the Project, including work schedules of contractors and consultants in all components, traffic management plans, diversions, closures, and all aspects of the performance of the Environmental and Social Management Plan (ESMP);
- (f) ensure that, where appropriate, public notices regarding project implementation matters are disseminated in the media, distribution of notices in the communities, etc.;
- (g) establish mechanisms for the airing of public grievances, including the setting up of a project hot line for this purpose; and
- (h) prepare and submit to PC, monthly reports on the social and environmental monitoring of the Project, compliance with the ESMP by the contractor(s), the adequacy of supervision of the ESMP by the engineering consultant(s), data on the social and environmental indicators in the monitoring and evaluation framework, public grievances; and public consultations. The reports should include discussion and analysis of observed direct and indirect impacts on stakeholders including differential gender impacts, effects on livelihoods, disruption of social life, safety, etc. Data and information should be disaggregated by gender.

**Section 4. SENIOR DISTRICT ENGINEERS**

4.01 The Senior District Engineers (SDE) shall assist PC in monitoring of implementation of the Civil Works through routine inspection of implementation activities, and the preparation and submission to PC of weekly reports or with the frequency and format PC may specify. SDE shall utilise the services of District Engineers and other staff reporting to them for the effective performance of these duties. SDE will be expected to develop working relationships with the contractor(s), consultants and other stakeholders involved in project implementation.

SCHEDULE 5

[Section 6.03 (i)]

DUTIES AND COMPOSITION OF THE  
PROJECT STEERING COMMITTEE

1. The PSC will monitor the implementation activities and performance of various agencies of GOGY which will be involved in the implementation of the Project. PSC will be required to meet as required, but not less than once every two months. The duties of the PSC shall be:

- (a) review progress in implementation of the Project on a quarterly basis;
- (b) facilitate the taking of policy decisions by the relevant authorities to ensure timely fulfilment of loan conditions; and
- (c) review annual work plans and ensure that recommendations with respect to adequate budgetary allocations are made, the selection and release of persons for training are on schedule, and procurement schedules are executed.

2. PSC will include the membership of the Sea Defence Board (SDB), and will be chaired by the Chairman of SDB. In addition, PSC shall include the following members:

- (a) PC;
- (b) WSG's assigned Socio-Environment Officer, and
- (c) the Director, National Agriculture Research and Extension Institute, or his assigned representative.

**TERMS OF REFERENCE**  
**CONSULTING SERVICES FOR CAPACITY BUILDING IN SHORELINE CHANGE,**  
**MONITORING, AND FOR MANAGEMENT OF SEA AND RIVER DEFENCES**

**1. OBJECTIVES**

1.01 The objectives of this technical assistance are to: establish a shoreline change monitoring programme, assessing and identifying the most feasible cost-effective methodologies and technological information-system requirements for monitoring, measuring and analysing shoreline movement at planning/design appropriate scales; and facilitate knowledge transfer for optimising policy and operational level decision-making in respect of coastal zone management (CZM).

1.02 The Project is expected to strengthen existing and planned CZM processes, scale-appropriately informing future policies, plans and designs.

**2. SCOPE OF WORK**

2.01 The scope of services includes, but is not limited to:

**Technical and Financial Feasibility of Routine Scale Appropriate Shoreline Change Monitoring**

- (a) Working in participation with critical stakeholders identify core user demands, needs criteria and parameters for routine programmatic shoreline change monitoring including but not restricted to resolution/scale, accuracy, geo-referencing, cost-effectiveness, user-friendliness, labour intensity, periodicity and data richness.
- (b) Guided by and using the criteria and parameters developed from (a) above; research, identify, assess and compare, scale-appropriate options or combinations of options that best satisfy the criteria and parameters.
- (c) Considerations for this analysis should include, but not be restricted to, the use of: satellite imagery; remote airborne digital videography; commercial airborne digital videography; LiDAR (Light Detection and Ranging); classical topographical or Global Positioning System-based surveys. Consideration for this analysis should also be given to the existence of historic shoreline position data holdings and newly planned or recently implemented national data collection initiatives, e.g. proposed LiDAR data collection by the Conservancy Adaptation Project and the Caribbean Satellite Disaster Project.
- (d) In consultation with GOGY, key stakeholders recommend the preferred option or combination of options and preferred institutional setup for routine future shoreline change monitoring.

**Initiation and Development of a Shoreline Change Monitoring Programme**

- (a) In consultation with SRDD, Surveys Department and Harbours Division, develop, agree and finalise a methodology for shoreline change monitoring, inclusive of preferred geo-referencing, ground control and checkpoints.



- (b) Initiate shoreline change monitoring with the preferred option or combination of options transferring geo-referenced shoreline base data to SRDD in applicable formats for their GIS.
- (c) Design and develop the shoreline change monitoring programme and plan including a practical operations manual for the conduct of periodic shoreline change monitoring, considering the structure and function of SRDD. The monitoring programme should include the periodicity, priority locations, technical, financial and human resources and costs required to routinely assess shoreline change.
- (d) As appropriate, sensitisation and the necessary training in the methodology of the recommended option or combination of monitoring options should be provided to the requisite SRDD, Surveys Department and other requisite identified GOGY staff.

#### **Enhanced Capacity Development of Coastal GIS Management and Utilisation for Shoreline Change Monitoring**

- (a) Review and recover existing historic shoreline position data, while establishing a meta-database of holdings providing: data description, time period, source, format, access channels, geo-referencing *etc.* to be reposed in the SRDD, where available.
- (b) Convert/transpose recovered shore position data into the agreed preferred geo-referenced standard format and up-loaded to the coastal GIS, where feasible.
- (c) Using data collected, deliver GIS-based and other training as appropriate, to SRDD, Surveys and requisite identified GOGY staff, in shoreline change trend analysis.
- (d) In consultation with the SRDD, assess the current capacity and performance achievements and limitations of the Coastal GIS unit in the context of priority SRDD implementation plan and wider GOGY needs and demands, equipment, level of technician training, licences, data availability *etc.*
- (e) Identify, with justification, a phased minimum approach for optimising the performance of the Coastal GIS unit over the short, medium and long terms. Consideration should be given to cost-recovery.
- (f) On the basis of the assessment, develop least cost options for capacity strengthening over the short, medium and long terms. Specifications for equipment, training, and software licences should be included.
- (g) Procure and install, GIS equipment and software, and deliver training on the basis of agreed options for the short and medium terms.

#### **Selected Capacity Strengthening in Sea and River Defences Administration via Knowledge Building**

- (a) In consultation with SRDD clearly identify critical knowledge needs for sea and river defences administration at ministerial/policy and technical levels.

- (b) Design, organise and coordinate the technical content and logistics of a structured one-week study tour for a minimum of four SRDD senior management and ministerial level officials to the regionally "best-practice" recognised Barbados Coastal Management Programme. The programme should be structured to meet and maximally fulfil the knowledge needs identified.
- (c) Identify and evaluate suitable, cost-effective coastal and river engineering short courses focused on modelling and analysis of coastal processes and design of shoreline protection in mud environments; deciding on a preferred course and delivery modality, in collaboration with SRDD.
- (d) Facilitate, organise and coordinate the participation of SRDD identified candidates in the preferred course. Where possible the course delivery should utilise and apply SRDD data.

### **Stakeholder Consultations**

- (a) Conducting consultative and participatory stakeholder meetings periodically at appropriate points of the Project with ministerial departments and agencies, including, but not restricted to: works services group, sea and river defence division, transport and harbours, lands and surveys, planning, finance, environment, agriculture, civil defence commission, drainage and irrigation authority, hydro meteorological service, and any other relevant parties regarding their perspectives, concerns, perceived current needs and preferred options in terms of future vulnerability reduction, maintenance, land use development and enhanced use.
- (b) Liaising with the entities identified at (a) above with respect to determining other planned, programmed or ongoing initiatives to reduce duplication and to optimise complementarities relative to the scope of this project.
- (c) Surveying and collecting data in the field where information gaps exist.

## **3. IMPLEMENTATION ARRANGEMENTS**

3.01 WSG will appoint a Project Coordinator (PC). The PC will facilitate the work of the consultants and make available all relevant studies, reports and data relevant to completion of the exercise and will act as liaison between the consultants and GOGY officials and stakeholders.

## **4. QUALIFICATIONS AND EXPERIENCE**

4.01 The Consulting team should consist of persons having a Master's Degree and minimum of ten years relevant experience in the areas of coastal engineering (inclusive of numerical modelling), civil engineering, coastal zone management, remote sensing, GIS, surveying, and financial analysis. Specific experience in mud shorelines will be an asset.

## **5. REPORTING ARRANGEMENTS/OUTPUTS**

5.01 The Consultant(s) will be required to submit the following number of reports and/or deliver the following outputs to GOGY and CDB within the time periods indicated:

- (a) Three (3) and two (2) copies respectively, of an **Inception Report** describing the approaches proposed to be taken to prepare and deliver the scope of works outlined within two weeks of the start of the consultancy. The **Inception Report** is expected to include: (i) initial findings, including any comments on these Terms of Reference (TOR); (ii) consultants' detailed works schedule and methodology; and (iii) a programme for the use of resources, including personnel, equipment, and materials. GOGY and CDB will provide comments on this report within two weeks of receipt of the report and the consultants will adjust the ongoing work according to the comments received. Three (3) and two (2) copies respectively of the **Final Inception Report** within eight weeks of the start of the consultancy.
- (b) A structured one week study tour for a minimum of four SRDD senior management and ministerial level, to the Barbados Coastal Management Programme within three months of the start of the consultancy. GOGY study tour findings re: potential approaches and applicability of practices emerging from the study tour should be formally documented.
- (c) Three (3) and two (2) copies respectively of a **Draft Evaluation Report on Coastal and River Engineering short courses** within three and a half months of the start of the consultancy. The report should assess those short courses based on SRDD identified requirements, those focused on modelling and analysis of coastal processes and design of shoreline protection in mud environments. A preferred course and delivery modality should also be recommended. Considered courses should be identified from CDB procurement eligible countries unless they are of a unique and exceptional nature and there are limited alternatives. In such circumstances, the rationale and justification would have to be clearly documented and presented to CDB for its no objection. GOGY and CDB will provide comments on this report within two weeks of receiving the report. The consultants will revise the report within one month of receipt and in accordance with the comments received. Three (3) and two (2) copies respectively of the **Final Evaluation Report on Coastal and River Engineering short courses** Report must be submitted to GOGY and CDB.
- (d) Coordinate and deliver the agreed short course to the SDRR identified staff members at an appropriate/convenient juncture over the consultancy period be it delivered overseas, directly in country, by distance, or other modality.
- (e) Three (3) and two (2) copies, respectively, of a **Draft Shoreline Change Monitoring Feasibility Report**, within four months of the start of the consultancy. The report should include the assessment of technical and financial feasibility of options for shoreline change monitoring and recommendations for the preferred option. GOGY and CDB will provide comments on this report within two weeks of receiving the report. The consultants will revise the report within one month of receipt and in accordance with the comments received. Five (5) and two (2) copies respectively of the **Final Shoreline Change Monitoring Feasibility Report** must be submitted to GOGY and CDB.
- (f) Three (3) and two (2) copies respectively, of a **Draft Shoreline Change Monitoring Programme, Plan and Operations Manual** within five months of the start of the consultancy. GOGY and CDB will provide comments on this report within two weeks of receiving the report. The consultants will revise the report within one month of receipt and in accordance with the comments received. Five (5) and two (2) copies respectively of the **Final Shoreline Change Monitoring Programme, Plan and Operations Manual**

must be submitted to GOGY and CDB. Once finalised the monitoring programme, plan and operations manual should be accompanied by the provision of training to requisite SRDD, Surveys Department and other GOGY staff in the recommended monitoring methodology.

- (g) Three (3) and two (2) copies respectively, of a **Draft Coastal GIS Capacity Assessment for Shoreline Change Monitoring Report** consisting of a Coastal GIS system capacity assessment identifying options for strengthening. This report should also include a review of historic shoreline position data holdings and development of a meta-database, along with conversion and uploading of this data to the existing Coastal GIS, within six months of the start of the consultancy. GOGY and CDB will provide comments on this report within two weeks of receiving the report. The consultants will revise the report within one month of receipt and in accordance with the comments received. Five (5) and two (2) copies, respectively, of the **Final Coastal GIS Capacity Assessment for Shoreline Change Monitoring Report** must be submitted to GOGY and CDB. Once finalised this should be accompanied by the provision of training and operating instructions to requisite SRDD, Surveys Department and other GOGY staff in shoreline position data conversion, up-loading, and manipulation in the Coastal GIS; techniques for spatial querying, and shoreline change trend analysis.
- (h) Procure, licence, install, train and transfer GIS equipment and software to SRDD within eight (8) months of the start of the consultancy.

## **6. MANPOWER, SCHEDULING AND COSTS**

6.01 In estimating person-month requirements and cost of the services, the Consultants should ensure that the proposal takes full account of all fees and direct expenses required to fulfil the above requirements and the following items:

- (a) consultant's remuneration;
- (b) consultant's out-of-pocket expenses;
- (c) support staff services;
- (d) equipment hire;
- (e) communication costs;
- (f) report production costs;
- (g) contract documentation production costs; supervision costs; and
- (h) survey costs.

## **7. COMMENTS BY THE CONSULTANTS**

7.01 The Consultants are requested to make comments on, and suggestions for, improvements to these TOR. The financial implications, if any, of these recommendations should be indicated separately in the Financial Proposal.

**BUDGET****('000)**

<b>Item</b>	<b>CDB</b>	<b>GOGY</b>	<b>Total</b>
<b>Consultancy Services:</b>			
1. Consultancy Fees	117,000	-	117,000
2. Local Accommodation and Per Diem	26,250	-	26,250
3. International Air Travel	16,800	-	16,800
4. Training	45,000	5,000	50,000
5. Equipment	34,000	-	34,000
<b>Sub-total</b>	<b>239,050</b>	<b>5,000</b>	<b>244,050</b>
<b>GOGY Counterpart Contribution:</b>			
6. Consultations	-	8,000	8,000
7. Local Transport & Communications	-	10,000	10,000
8. Counterpart Staff	-	5,000	5,000
9. Office Accommodation	-	20,000	20,000
<b>Sub-total</b>	<b>239,050</b>	<b>48,000</b>	<b>287,050</b>
10. Contingencies	23,905	4,800	28,705
<b>Total</b>	<b>262,955</b>	<b>52,800</b>	<b>320,755</b>
<b>Percentage</b>	<b>82</b>	<b>18</b>	<b>100</b>

## SCHEDULE 7

[Section 6.04 (ii)]

### TERMS OF REFERENCE CONSULTING SERVICES FOR DEVELOPMENT AND IMPLEMENTATION OF A COMMUNITY AWARENESS AND EDUCATION PROGRAMME

#### 1. OBJECTIVE

1.01 The objective of this assignment is to develop a programme to enhance knowledge of the use and benefits of the coastal defence infrastructure, strengthen community participation in the maintenance and sustainability of both natural and man-made coastal defence systems, and enhance community resilience. The programme will specifically:

- (a) raise the level of awareness of the public to integrated coastal risk management; and
- (b) motivate behaviour changes as it relates to the use and maintenance of natural and man-made coastal defence systems.

#### 2. SCOPE OF SERVICE

2.01 The scope of services will include but not be limited to:

- (a) Reviewing and evaluating existing public outreach activities conducted by WSG and other coastal stakeholders.
- (b) Identifying, in consultation with local government agencies, community leaders and members, practical, cost-effective community and household options for flood disaster preparedness, safety and response including, but not limited to, community maintenance measures, best building practices, solid and liquid waste disposal, vegetation control and safe zones and shelters.
- (c) Developing a comprehensive, gender responsive Education and Awareness Programme to promote community and citizen participation in coastal zone management which addresses gender and other sociocultural needs, in consultation with stakeholders.
- (d) Designing as part of the Education and Awareness Programme, a Modular Action Plan which contains specific modes of communication for different target groups. The consultant(s) must demonstrate how the action plan can be easily adapted to the needs and the specific requirements of different stakeholder groups. The action plan should prioritise thematic areas and target groups related to integrated coastal risk management, including farming practices that enable resilience to saline flooding. The Action Plan must be responsive to the age and gender specific activities, needs and interests of residents in selected communities.
- (e) Designing and developing a series of integrated coastal risk management communication and awareness campaigns with a view to impacting behaviours that will enhance the maintenance and sustainability of coastal defence infrastructure.
- (f) Developing a comprehensive suite of multi-media materials for effective communication and sensitisation of community members to issues of coastal risk management, including risks and resilience with regard to coastal flood hazards and management principles and objectives for coastal defence infrastructure.

- (g) Implementing the Education and Awareness Programme in the project communities as a pilot for its wider use. The programme will utilise a suite of multi-media materials including the use of social media.
- (h) Monitoring and evaluating the pilot Programme and Action Plan and preparing a comprehensive implementation report.
- (i) Preparing a detailed plan with strategies for the roll-out of the full Programme *i.e.* to other communities adjacent to coastal defence infrastructure and natural systems, to be implemented by WSG.

### **3. IMPLEMENTATION ARRANGEMENTS**

3.01 The assignment will be undertaken in two phases involving an effort of six (6) person months to be conducted over a nine-month period, commencing in the first quarter of 2016.

### **4. METHODOLOGY**

4.01 The Programme will utilise a participatory and consultative approach and collaboration with a variety of stakeholders. These will include the Regional Democratic Councils and Neighbourhood Democratic Councils operating in the project sites, along with members of the general public, Non- Governmental Organisations, and community members in areas adjacent to natural and man-made coastal defence systems. It will also seek to provide easy and ready access to integrated coastal risk management information to diverse audiences. However, wherever possible, communications (with key strategic partners and stakeholders groups) regarding the Programme and Action Plan *etc.* should be consolidated to avoid stakeholder fatigue.

4.02 The Programme should include a methodology to monitor effectiveness of the communication campaign during the Pilot, as well as identification of clear benchmarks and quantitative and qualitative indicators, including gender indicators, for assessing the Programme's success. The methodology should address awareness levels of the given audiences, risk reduction and sustainable development, as well as the sustainability of the Programme.

### **5. QUALIFICATIONS AND EXPERIENCE**

5.01 The Consultant(s) should possess the following:

- (a) a university degree in marketing, communications, or mass media from a recognised tertiary institution;
- (b) at least ten (10) years' working experience in designing and implementing public education programmes including those related to community education, agricultural extension, community resource management and or community integrated risk management. Significant experience in gender awareness training is also required;
- (c) experience working in communications and/or advertising in a participatory and consultative environment, including as a facilitator with good presentation and listening skills or demonstrated experience with Results-Based Management;
- (d) experience in writing and editing texts, developing and producing media messages including analytical skills and the ability to conduct research and prepare appropriate findings and conclusions; and

- (e) experience in working collaboratively with central and local government agencies.

**6. REPORTING ARRANGEMENTS**

6.01 The Consultant will present six (6) copies of each report, four (4) copies to WSG and two (2) copies to CDB within the time periods indicated. The reports shall also be submitted in "pdf" format as complete documents, as well as in Microsoft Word and Excel and/or other formats used in their creation. Copies of all data used in the preparation of the reports shall also be submitted to CDB. These reports are as follows:

- (a) An **Inception Report** (showing the Consultant's understanding of the Terms of Reference) and a **Work Implementation Plan** (illustrating the sequence of activities as related to the Scope of Services) within two (2) weeks of the start of the consultancy.
- (b) A **Draft Report** detailing best practices in communications and education programmes for participatory integrated risk management and an evaluation of existing public outreach activities conducted by WSG and other coastal stakeholders with recommended improvements, within two (2) months of the start of the consultancy.
- (c) A **Draft Awareness and Education Programme** for a three month pilot period in the eight project sites within three (3) months of the start of the consultancy. The Programme should be gender responsive and should include, *inter alia*: visions, priorities, core values, principles, thematic areas and target groups for the implementation of the Modular Communication Action Plan. The Plan should include key messages, communication channels, a suite of targeted campaigns and proposed multi-media materials and social media use along with a roll-out plan for piloting in the project sites. The plan should also contain recommendations for incorporating mechanisms already existing in other communication and education programmes.
- (d) A **Detailed Assessment Report** on implementation of the Pilot, as well as strategies for the subsequent full roll-out of the Programme, within nine (9) months of the start of the consultancy. The report must include an Executive Summary with fully cross-referenced findings, recommendations, experiences, challenges, lessons learnt and other aspects of the Programme.

**BUDGET**

(‘000)

Item	CDB	GOGY	Total
<b>Consultancy Services:</b>			
1. Consultancy Fees	90,000	-	90,000
2. Local Accommodation and per diem	15,000	-	15,000
3. International Air Travel	9,600	-	9,600
4. Airport Transfers	1,600	-	1,600
<b>Sub-total</b>	<b>166,200</b>	<b>-</b>	<b>166,200</b>
5. Local Transportation and Communication	-	8,000	8,000
6. Office Accommodation	-	12,000	12,000
<b>Sub-total</b>	<b>-</b>	<b>20,000</b>	<b>20,000</b>
7. Contingencies	16,620	2,000	18,820
<b>Total</b>	<b>182,820</b>	<b>22,000</b>	<b>204,820</b>



**4. REPORTS AND SCHEDULES**

4.01 The Consultant(s) will present four (4) copies of each report, three (3) copies to WSG and one (1) copy to CDB. Electronic copies of the reports shall also be submitted in PDF as complete documents, as well as in Microsoft Word and Excel and/or other standard formats used in their creation. A copy of all data used in the preparation of the reports shall also be submitted to WSG and CDB. The Consultant(s) shall commence field work within fifteen (15) days of the effective date of the contract and shall submit the following reports to GOGY and CDB within the time periods indicated:

- (a) An Inception Report, within two (2) weeks after signature of the consultancy agreement. GOGY and CDB will be expected to provide comments on this report (within about two (2) weeks) and the Consultant(s) will adjust the work project and methodology accordingly.
- (b) A Draft Final Report, within two (2) months of commencement of field work. The Consultant(s) will provide digital copies of reports (Microsoft Word and Excel), containing a detailed summary of the main findings, conclusions and recommendations illustrated by appropriate diagrams, forms and sketches in a format suitable for public review. GOGY and CDB will provide comments on this Report (within about three (3) weeks of receipt) and the Consultant(s) will adjust the Report according to the comments received.
- (c) A Final Report within four (4) weeks of receipt of comments on Draft Report for GOGY and CDB's acceptance. The Final Report shall be prefaced with an executive summary which contains the main findings, conclusions and recommendations of the Report. Two compact disks containing the Final Report (Microsoft Word and Excel) should also be submitted with the outline of the M&E system.

**5. HUMAN RESOURCES SCHEDULING AND COSTS**

5.01 The Consultant(s) is to support the proposal submission with the provision of the following information:

- (a) the methodology to be used in the assignment;
- (b) the name(s), experience and qualifications of staff who will be assigned to this project;
- (c) a Gantt chart showing the input for the assignment indicating the overall length of time required for each stage of each package and the man-weeks required; and
- (d) full submission of costs with detailed breakdown which should include:
  - (i) professional fees;
  - (ii) support staff services;
  - (iii) equipment;
  - (iv) communication costs;

- (v) report production costs; and
- (vi) travel expenses and per diem requirements (if applicable).

**6. SUPERVISION OF THE CONSULTANT**

6.01 The Consultant(s) will report to the Project Coordinator assigned by MPW, who will be responsible for routine supervision of the Consultant(s) and monitoring the progress of this consultancy.

**7. DURATION**

7.01 The assignment should be completed over a period of three (3) months.

**BUDGET**

('000)

Item	CDB	GOGY	Total
<b>A. Consultancy Services</b>			
1. Professional Fees	34,115	-	34,115
2. Per diem	4,600	-	4,600
3. Air Travel	5,100	-	5,100
4. Preparation and Reproduction of Reports	600	-	600
5. Contingencies (5% above costs)	4,441	-	4,441
<b>Sub-total</b>	<b>48,857</b>	<b>-</b>	<b>48,857</b>
<b>B. General Support:</b>			
1. Office Accommodation	-	1,000	1,000
2. Local Transport and Communication	-	2,000	2,000
3. Local Counterpart Staff	-	4,000	4,000
4. Public Consultations	-	3,000	3,000
5. Contingencies	-	1,000	1,000
<b>Sub-total</b>	<b>-</b>	<b>11,000</b>	<b>11,000</b>
<b>Total</b>	<b>48,857</b>	<b>11,000</b>	<b>59,857</b>
<b>Percentage</b>	<b>81.6</b>	<b>18.4</b>	<b>100</b>

## SCHEDULE 9

[Section 6.04 (iii)]

### TERMS OF REFERENCE SEA AND RIVER DEFENCES – CONSULTING ENGINEERING SERVICES FOR FINAL DESIGNS AND CONSTRUCTION SUPERVISION

#### 1. OBJECTIVES

1.01 GOGY proposes to undertake reconstruction works at eight sites that have been classified as critical, based on the condition of the existing infrastructure and the vulnerability of adjacent communities to flood risk, as well as other social, economic and environmental criteria. The physical conditions at each site and the on-going activities require that the existing defences be reconstructed. The proposed project will reconstruct approximately 5.4 km of defences at these eight sites. A summary of the conditions at each site is attached as an Annex to these TOR.

1.02 The objectives of the assignment are as follows:

- (a) to ensure that designs for approximately 5.4 km of sea and river defence works, including related drainage features, are completed for the proposed project sites in accordance with the highest practicable international engineering and design standards to provide solutions with the lowest life-cycle costs that satisfy the design criteria;
- (b) to ensure that high quality construction is achieved and to ensure that all work is carried out in full compliance with the engineering design, technical specifications and other contract documents; and
- (c) to provide support to the executing agency in the execution of its project management functions, including its monitoring and evaluation functions.

#### 2. DESCRIPTION AND SCOPE OF SERVICES

2.01 The Consultant(s) will be expected to develop design criteria for each site, based on the application of guidance provided in the United States Army Corps of Engineers Coastal Engineering Manual, the Rock Manual – The Use of Rock in Hydraulic Engineering published by CIRIA, previous sea and river defence studies conducted in Guyana, and other authoritative sources. The design life of the proposed reconstructed sea and river defences will be a minimum of thirty (30) years. The Consultant(s) will be required to examine the project sites and review the designs proposed for each site for which designs exist, as stated above, and develop design options for the other sites.

2.02 The Consultant(s) will recommend the preferred design option for each site based on considerations that might include, among others, technical, social, economic, and environmental factors. The Consultant(s) shall demonstrate, through analysis, that the recommended option is the least-cost option based on life-cycle costs.

2.03 The consulting team will be composed of highly qualified and experienced experts, who can carry out the design and construction supervision duties as a fully competent and independent unit. The scope of work is understood to cover all activities necessary to accomplish the objectives of the consulting assignment, whether or not a specific activity is cited in these TOR. The scope of services of the Consultant(s) will include, but not be limited to, the following

2.04 The Consultant(s) will adopt a participatory approach to the design and preparation of the project, including informal discussions with residents and community leaders and facilitate a stakeholder meeting to discuss design options and recommendations for the project.

2.05 The scope of work will include:

**Phase I: Design Review and Design Development**

- (a) review of existing, related studies and reports, including, among others, the Report on Sea Defence Studies - NEDECO (1972); Second Sea Defence Project West Coast Berbice (NEDECO with Royal Haskoning) (2003); Modeling Report - Royal Haskoning (2005); 9th EDF Feasibility Study (Mott MacDonald, 2006) and DHV Final Design Report (2008);
- (b) review and analysis of available data, including the geotechnical, soil, hydraulic and climatic information available for the project sites and climate change projections impacts, including anticipated sea level rise, for Guyana. Information on the cyclical movement of sediment along the coast should also reviewed;
- (c) undertaking desk studies, field investigations, topographical, cadastral and, bathymetric surveys, geotechnical investigations, laboratory testing, and all other investigations required for the preparation of designs;
- (d) assessment of the suitability and availability of local construction material for the project; and
- (e) review of existing designs.

**Phase II: Detailed Design**

2.06 The Phase II activities will include:

- (a) finalising the designs for the preferred design alternatives;
- (b) preparation of bidding documents, inclusive of detailed construction drawings, technical specifications, and detailed estimates of the cost of the works. These costs should consist of base cost calculated for the anticipated date of issuing tenders and a cost to completion which would include the Consultant's estimate of a contingency for unforeseen occurrences and the effect of price escalation during the contract period. The bidding documents shall conform to the requirements of the Guidelines for Procurement and Standard Bidding Documents published by CDB;
- (c) reviewing the draft Environmental and Social Management Plan (ESMP) for the project for inclusion in the bidding documents;
- (d) providing assistance to GOGY in the prequalification of contractors; and
- (e) providing assistance to GOGY in the evaluation of tenders.

**Phase III: Construction Supervision**

2.07 The Consultant(s) will be required to:

- (a) issue the Order to Commence to the contractors;
- (b) approve the setting out of the works;
- (c) approve the contractors' key superintendence personnel, construction programmes, method statements, land to be occupied by the contractor, materials and sources of materials;
- (d) order special tests of materials or completed works and/or removal and substitution of improper materials and/or work as required;
- (e) check all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents;
- (f) identify construction problems and delays and actions to expedite progress, if the Works fall behind schedule;
- (g) control and appraise the progress of the works, order suspension of works and authorise, in accordance with the terms of the construction contract, extensions of the period for completion of the works;
- (h) issue variation orders, evaluate variations, fix rates for unpriced work, or order day work all in accordance with the terms of the construction contract, and/or to make recommendations to the employer regarding alternatives;
- (i) issue interim certificates for payment to the contractors on the basis of measured work items or to certify the completion of the works or parts thereof;
- (j) inspect the works periodically, during the construction period and the Defects Liability Period and to issue Defects Liability Certificates after the rectification by the contractor of possible defects;
- (k) supervise the contractor in all matters concerning safety and care of the works (including the erection of warning signs) and, if required, request the contractor to provide any necessary lights, guards, fencing, and watchmen;
- (l) carry out generally all the duties of the Engineer as specified in the Contract, within the limitations specified therein;
- (m) advise the employer on all matters relating to claims from the contractor and to make recommendations thereon, including the possible recourse to arbitration;
- (n) prepare a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration;
- (o) participate in community meetings throughout project implementation to ascertain and inform, among other things, communities' views on the project and implementation progress and impacts; and
- (p) monitor adherence to the approved ESMPs.

**3. DURATION OF THE CONSULTING ASSIGNMENT**

3.01 The assignment is expected to be conducted over a period of approximately five (5) years.

**4. REPORTING REQUIREMENTS**

4.01 The Consultant(s) will present six (6) copies of each report, four (4) copies to WSG and two (2) copies to CDB. The reports shall also be submitted in "pdf" format as complete documents, as well as in Microsoft Word and Excel and/or other formats used in their creation. Copies of all data used in the preparation of the reports shall also be submitted to CDB. These reports are as follows:

Inception Report: The Inception Report will be presented within 21 days after the signing of the contract, and it will include:

- (a) Initial Findings.
- (b) Consultants' detailed work schedule and methodology, including the schedule and scope of all surveys, investigations, and tests, *etc.* to be conducted.
- (c) A programme for the use of resources including personnel, equipment, and materials, *etc.*
- (d) A proposed outline for the final report.
- (e) Design criteria to be employed, including identification of all technical standards and procedures to be used.

**Phase I: Design Review and Design Development**

4.02 The Phase I Report will, *inter alia*, present the results of the design review, including any proposed revision to existing designs; present the alternatives considered for the project sites; and recommend the preferred options. Survey results, together with all design assumptions, calculations, technical justifications and estimated costs are to be presented in a Design Report to be submitted for approval by GOGY and CDB no later than eight (8) weeks after the signing of the contract.

**Phase II: Detailed Design**

**Draft Final Report**

4.03 The Draft Final Report will be submitted eight (8) weeks after acceptance of the Phase I recommendations by GOGY and the provision of CDB's "no objection". The Report will include:

- (a) the results of the Stage II analysis;
- (b) Detailed designs and engineer's estimates; and
- (c) Bid Documents.

**Final Report**

4.04 The Final Report is due within two (2) weeks of receipt of comments from GOGY and CDB on the Draft Final Report.

**Phase III: Construction Supervision**

- (a) **Monthly Reports:** The Consultant(s) will, no later than the specified date of each month, prepare a progress report for each works contract summarising the work accomplished for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. The reports will detail progress of on-going works, include analysis and summaries of all test results, and shall record the status of payment of all contractors monthly certificates, of all claims for cost or time extensions, and of actions required of WSG, other GOGY agencies, or other stakeholders to permit unconstrained works implementation.
- (b) **Contract Completion Reports:** The Consultant(s) will prepare a comprehensive Contract Completion Report for each of the construction contracts, which reach substantial completion during the period of the services. These reports, which must be submitted immediately after the Taking Over of each contract, shall summarise the method of construction, the construction supervision performed, actual implementation progress and costs, compared to planned progress and costs, quality assurance and quality control results, technical issues addressed, and recommendations for future projects of similar nature to be undertaken by the employer.
- (c) **Project Completion Report:** The Consultant(s) will prepare a single Project Completion Report to consolidate information from the Contract Completion Reports.

**5. QUALIFICATIONS AND EXPERIENCE**

5.01 All of the members of the consulting team must have excellent communication and interpersonal skills and must be fluent in English. The key experts required for the Consultant's team and their minimum qualifications and experience are as follows:

- (a) **Key Expert No. 1: Coastal Engineer (Team Leader/Resident Engineer)**
  - (i) Education: MSc in Coastal Engineering (or equivalent).
  - (ii) Experience: At least 15 years of experience in the design and construction of coastal engineering structures, including riprap revetments, groynes, steel sheet piling, etc., with at least 5 years' experience in developing countries. The candidate must also have at least 5 years' experience as a Team Leader working on projects in developing countries and must have performed this role on at least two projects of this size and complexity within the past 8 years. The candidate must have been a registered professional engineer for a minimum of 10 years and be a corporate/chartered member of international civil engineering professional organisations. The Team Leader will reside in Guyana full time throughout the period of the services. The candidate must have excellent technical, management and communication skills, and must be fluent in spoken and written English.

- (b) **Key Expert No. 2: Quality Assurance-Quality Control/Materials Engineer**
- (i) Education: MSc in Civil Engineering.
  - (ii) Experience: At least 10 years' of experience in establishing quality assurance programs in coastal engineering, flood protection or similar projects and supervising the testing and evaluation of construction materials, including at least 2 years on projects of a comparable nature in developed countries or on projects in developing countries with international financing. The candidate must have been a registered professional engineer for a minimum of 6 years; be a corporate/chartered member of international civil engineering professional organisations; and must have performed this function on at least two similar projects within the past 5 years. The candidate must have excellent technical, organisational and communication skills, and must be fluent in spoken and written English.
- (c) **Key Expert No. 4: Hydraulic Engineer**
- (i) Education: MSc in Civil Engineering.
  - (ii) Experience: 10 years' experience in drainage design, with at least 2 years' experience in developing countries. The candidate must have been a registered professional engineer for a minimum of 6 years and be a corporate/chartered member of international civil engineering professional organisations. The candidate must have performed this role on at least two projects of this size and complexity within the past 5 years. The candidate must have excellent technical, organisational and communication skills, and must be fluent in spoken and written English.
- (d) **Key Expert No. 5: Social and Environmental Specialist**
- (i) Education: Bachelor's in social or environmental sciences, project implementation, monitoring and evaluation, or a related discipline.
  - (ii) Experience: 10 years' experience in social analysis, environmental monitoring and related activities in the context of development projects. Experience in major infrastructure projects and projects financed by multilateral development agencies would be assets. The candidate must have performed this role on at least two (2) projects of this size and complexity within the past five years. The candidate must have excellent technical, organisational and communication skills, and must be fluent in spoken and written English.

5.02 It is envisaged that part-time inputs would be required from the following non-key experts:

- (a) Civil Engineers;
- (b) Surveyors; and
- (c) CAD Technicians.

5.03 The Consultant(s) must specify the qualifications and experience of each expert to be assigned to the project. For each key expert proposed, curriculum vitae detailing the relevant qualification and experience should be provided in the format presented in CDB's Standard Request for Proposals.



**6. MANPOWER SCHEDULING AND COSTS**

6.01 The Consultant is to support his offer with the provision of, *inter alia*, the following information:

- (a) the methodology to be used in the assignment;
- (b) the names, experience, qualifications and standing in the firm of the principal staff who will be assigned to this project;
- (c) a bar chart showing the input of each staff member for the assignment indicating the overall length of time required for each stage and the man-weeks of each staff member; and
- (d) full submission of costs with detailed breakdown as follows:
  - (i) consultants fees;
  - (ii) consultants out-of-pocket expenses;
  - (iii) support staff services;
  - (iv) equipment hire;
  - (v) communication costs;
  - (vi) report production costs;
  - (vii) contract documentation production costs;
  - (viii) supervision costs; and
  - (ix) survey costs.

**7. COMMENTS BY THE CONSULTANTS**

7.01 The Consultant(s) may make comments on these TOR, and make suggestions for their improvement. The financial implications, if any, of these recommendations must be indicated in the Financial Proposal.

**8. COORDINATION AND FACILITIES**

8.01 MPW through WSG is the executing agency for the consulting assignment. The Consultant(s) shall report to WSG through the Project Coordinator. MPW will facilitate the issuance of any permits required for the Consultant(s) to carry out their duties and make available all relevant reports, documents, maps and data. The Consultant(s) team members are expected to bring their own computers. WSG shall designate counterpart personnel whom the Consultant(s) shall mentor in all aspects of the assignment. During Phases I and II of the assignment, GOGY will provide a vehicle (4-wheel drive) for transportation purposes of the Consultant(s). GOGY will be responsible for providing the services of a driver, fuel and other operating costs. Transportation for the Consultant during Phase III of the assignment will be provided under the terms of the works contract(s).

**BUDGET**  
**(\$'000)**

Item	CDB	GOGY	Total
1. Consulting Services: (Fees, Air Travel and Per Diem, Equipment Rental, Soil Surveys Testing)	1,897.00	-	1,897.00
<b>Sub-total</b>	<b>1,897.00</b>	<b>-</b>	<b>1,897.00</b>
2. Contingencies	189.70	-	189.70
<b>Total</b>	<b>2,086.70</b>	<b>-</b>	<b>2,086.70</b>

**SUMMARY OF CONDITION OF PROPOSED SITES**

Ref.	Location	Situation	Length (m)	Classification	Proposal
1.	Johanna Cecella/Zorg Region 2	Frequent flooding due to overtopping of existing embankment.  Deteriorated rubble groynes leading to loss of sandy sediment on the foreshore.	1,000	Critical	Construction of Stone Revetment
2.	Success Region 3	Frequent overtopping and seepage through severely deteriorated concrete wave wall and grouted boulder slopes which has passed expected service life. Base undermined and vulnerable to scour.	500	Critical	Construction of Stone Revetment
3.	Endeavour/ Blenheim Region 3	Frequent flooding due to overtopping.  Embankment protected by deteriorated and partially undermined concrete wall and grouted boulder slope and failed cantilevered steel sheet piles.	430	Critical	Construction of Stone Revetment
4.	Grove/Look Out Region 3	Frequent overtopping of existing timber revetment and gabion walls threaten stability of the embankment.	528	Poor	Construction of Stone Revetment
5.	Crane/Harlem/ Rotterdam/ Mary Region 3	Frequent overtopping.  Existing concrete walls severely deteriorated, evidenced by spalling, slippages, cracks and undermining.	1,000	Critical	Construction of Stone Revetment
6.	Good Success/New Hope Region 4	Erosion of embankment supporting East Bank Demerara Road.  Protection of embankment exposed due to failure of previous timber revetment. Anchored sheet piles installed along adjacent section of embankment.	500	Critical	Steel sheet pile revetment with scour protection and anchor system
7.	Lonsdale/ Sister's Village Region 6	Frequent flooding due to overtopping of river bank.  Erosion of unprotected embankment and narrow mangrove fringe due to action of Berbice River.	700	Critical	Construction of Stone Revetment
8.	No. 78 Village to Line Path Region 6	Frequent overtopping  Section of coastline protected by concrete and grouted boulder walls which have reached the end of their service life, and steel sheet-piled revetments, some installed as emergency works with inadequate structural capacity.	700	Critical	Construction of Stone Revetment

**SCHEDULE 10**

[Section 6.08]

**REPORTING REQUIREMENTS**

<b>Report Implementation</b>	<b>Frequency</b>	<b>Deadline for Submission</b>
1. Monthly progress reports on Civil Works component by the Engineering Consultants.	Monthly	Within three weeks of the end of each calendar month commencing one month after engagement.
2. Monthly reports on progress of project implementation, prepared by the PC.	Monthly	Within one week of the end of each month, commencing one month after appointment of PC.
3. Report on Investment Cost (Sample Guidelines in the Annex to this Schedule).	Quarterly	Within six weeks of the end of each quarter commencing with the quarter following the appointment of PC, until construction is completed.
4. Consultants Reports for the implementation of Capacity Building and Community Awareness and Education components.	-	Within one week after the submission deadline stipulated in the respective TOR and contracts.
5. Completion Report for Civil Works contract(s) prepared by the Engineering Consultants (including as-built drawings).	-	Within one month of the date of issue of a certificate of practical completion for each Contract.
6. Reports for the Monitoring and Evaluation consultancy services.	-	Within one week after the submission deadline stipulated in the respective TOR and contract.
7. PC's Project Implementation Completion Report.	-	Within three months of practical completion.
8. Reports on Monitoring Indicators from PC.	Annually	December 31, commencing in 2014.
9. Report on condition surveys of Project infrastructure, included as part of SZMS report or otherwise.	Annually	December 31, commencing in 2018.

**REPORT ON INVESTMENT COST OF PROJECT**

(\$'000)

Elements of Project (1)	Expenditure for this Quarter (2)	Cumulative Expenditure to Date (3)	Projected Expenditure for the Quarter			Estimated Expenditure to Complete Project (5)	Latest Estimate of Expenditure (6)	Project Estimate as per Appraisal Report Expenditure (7)	Variance Favourable/ (Adverse) (8)	Comments/ Reasons for adverse Variance and Financing Proposals to Meet Cost Overrun (9)
			Ending (4)	Ending (4)	Ending (4)					
1. Flood Protection Infrastructure							18,965			
2. Capacity Building							287			
3. Community Awareness and Education Programme							186			
<b>Sub-total</b>							<b>19,438</b>			
4. Engineering Services:										
(a) Initial Design and Feasibility							144			
(b) Final Design and Construction Supervision							1,897			
<b>Sub-total</b>							<b>2,041</b>			
5. Project Management							514			
6. M&E							54			
<b>Base Cost</b>							<b>22,947</b>			
7. Contingencies							7,240			
8. Finance Charges							1,616			
<b>Total Project Cost</b>							<b>30,903</b>			
<b>Financing:</b>										
CDB Loan (OCR)							2,900			
CDB Loan (SFR)							22,100			
GOGY							5,903			
<b>Total</b>							<b>30,903</b>			

**GUIDELINES FOR COMPLETION**  
**OF REPORT ON PROGRESS OF INVESTMENT COST**

1. Elements of Programme - The elements of the Programme as outlined in the Appraisal Report must be recorded in this column. If it becomes necessary to further sub-divide the main elements of the Programme, then the sub-elements should be grouped to facilitate the determination of the expenditure related to the main elements identified in the Appraisal Report.
2. Expenditure for this Quarter - The expenditure incurred in the quarter to which the report relates in respect of each element of the Programme must be recorded in this column.
3. Cumulative Expenditure to Date - The expenditure incurred in respect of each element of the Programme from the commencement of the Programme to the end of the quarter to which the report relates must be recorded in this column.
4. Projected Expenditure for Quarter - An estimate of the expenditure to be incurred in each of the next three quarters must be recorded in the columns 4<sub>1</sub>, 4<sub>2</sub>, and 4<sub>3</sub>.
5. Estimate of Expenditure to complete Programme - This column should be completed only in respect of those elements of the Programme, construction/installation of which stretches beyond three quarters from the end of the quarter to which the report relates. Where a programme extends over more than one year - four quarters - an estimate of the expenditure to be incurred in the period subsequent to the year must be recorded in this column.
6. Latest Estimate of Expenditure - The amounts to be recorded in this column should be derived by adding columns 3, 4<sub>123</sub>, and 5. The amounts recorded in this column should be the best estimate of expenditure to be incurred in respect of each element of the Programme. These amounts may be less or greater than the appraised expenditure.
7. Programme Estimates as per Appraisal Report - The estimate of expenditure to be incurred in respect of each element of the Programme, as outlined in the Appraisal Report, must be recorded in this column.
8. Variance - The difference between columns 6 and 7 must be recorded in this column. Where the amount in column 6 is less than that in column 7, a favourable variance results. An adverse variance results where the amount in column 6 is greater than that in column 7.
9. Comments - An explanation should be given for each variance which is more than 10% of the programme estimates as per Appraisal Report.

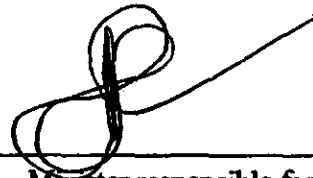
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IN WITNESS WHEREOF this Loan Agreement has been executed in two (2) equally valid copies at Wilkey, St. Michael, Barbados, and Georgetown, Guyana, on behalf of the Bank and the Borrower, by their respective duly authorised representatives and shall be deemed to be in force as of the day and year first hereinabove written.

**CARIBBEAN DEVELOPMENT BANK**

**GOVERNMENT OF THE  
CO-OPERATIVE REPUBLIC OF GUYANA**

*Yvette Lemouise Serle*  
\_\_\_\_\_  
**VICE-PRESIDENT (CORPORATE SERVICES)  
AND BANK SECRETARY  
CARIBBEAN DEVELOPMENT BANK**



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Minister responsible for Finance