Project Agreement
(Dar es Salaam Maritime Gateway Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

TANZANIA PORTS AUTHORITY

Dated October 2, 2017
CREDIT NUMBER 6117-TZ

PROJECT AGREEMENT

AGREEMENT dated October 2, 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and TANZANIA PORTS AUTHORITY ("TPA" or "Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the UNITED REPUBLIC OF TANZANIA ("Recipient") and the Association. The Association and TPA hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Financing Agreement or the General Conditions.

ARTICLE II — PROJECT

2.01. TPA declares its commitment to the objective of the Project. To this end, TPA shall carry out the Project in accordance with the provisions of Article IV of the General Conditions, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and TPA shall otherwise agree, TPA shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — TERMINATION

3.01. For purposes of Section 8.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. TPA's Representative is its Director General.

4.02. The Association's Address is:

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

   Telex: 248423(MCI) or 64145(MCI)
   Facsimile: 1-202-477-6391

4.03. TPA's Address is:

   One Bandari Road
   Kurasini, DAR ES SALAAM
   TANZANIA

   Facsimile: +255 22 213 0390
AGREED at Dar es Salaam, United Republic of Tanzania, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: Bella Bird
Title: Country Director

TANZANIA PORTS AUTHORITY

By

[Signature]
Authorized Representative

Name: Eng. D. C. V. Katoka
Title: Director General

Director General
TANZANIA PORTS AUTHORITY
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

Throughout Project implementation, TPA shall maintain the PIT with mandates and staff in sufficient number as agreed with the Association, all with qualifications and experience and under terms of reference satisfactory to the Association.

B. Anti-Corruption

TPA shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines and the Governance and Anti-Corruption Action Plan.

C. Safeguards

1. TPA shall carry out the Project in accordance with the provisions of the Safeguards Instruments.

2. Without limitation on the provisions of paragraph 1 immediately above, for any Project activity, other than those under Part 1(a) of the Project, TPA shall ensure that prior to commencing bidding process for civil works under such activity:

   (a) an ESIA for such activity has been: (i) prepared, in accordance with the principles set forth in the ESIA document prepared by the Recipient for Part 1(a) of the Project; (ii) approved by the Association; (iii) consulted upon; and (iv) publicly disclosed, all in a manner and substance satisfactory to the Association; and

   (b) if said ESIA requires the preparation of an ESMP, such ESMP has been: (i) prepared, in accordance with the principles set forth in the ESMP document prepared by the Recipient for Part 1(a) of the Project; (ii) approved by the Association; (iii) consulted upon; and (iv) publicly disclosed, all in a manner and substance satisfactory to the Association.

3. TPA shall ensure that all terms of reference for any technical assistance and feasibility studies to be carried out under the Project are prepared in form and substance satisfactory to the Association and consistent with the Association’s relevant environmental and social safeguards policies in effect.
4. TPA shall not amend or waive, or permit to be waived, any Safeguards Instrument, or any provision of any one thereof, without the prior written approval of the Association.

5. TPA shall ensure that all measures for carrying out the recommendations of the Safeguards Instruments are taken in a timely manner.

6. Without limitation upon its other reporting obligations under this Agreement, TPA shall:
   (a) include in the Project Reports referred to in Section II.A of this Schedule adequate information on monitoring the measures defined in the Safeguards Instruments, giving details of:
      (i) measures taken in furtherance of such Safeguards Instruments;
      (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instruments;
      (iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguards Instruments; and
   (b) afford the Association a reasonable opportunity to exchange views with TPA on such reports.

7. Each such report referred to in paragraph 5 immediately above shall be furnished to the Association not later than one (1) month after the end of the six (6) month period covered by such report and the first such report shall be furnished to the Association not later than one (1) month after the end of the six (6) month period in which the activities of the Project commenced.

D. Project Implementation

TPA shall carry out the Project in accordance with the provisions of the Project Implementation Plan and the Environmental and Social Strengthening Plan in a manner and substance satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation.

A. Project Reports

TPA shall monitor and evaluate the progress of the Project and prepare Project Reports for the Project in accordance with the provisions of Section 4.08 (b) of the General Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester, and shall
be furnished to the Recipient not later two weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report.

B. Financial Management, Financial Reports and Audits

1. TPA shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project.

2. Without limitation on the provisions of Part A of this Section, TPA shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. TPA shall have its financial statements referred to above audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association. Each audit of these financial statements shall cover the period of one fiscal year of TPA. TPA shall ensure that the audited financial statements for each period shall be furnished to the Recipient and the Association not later than six months after the end of the period.

Section III. Procurement

All goods, works and services required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement.