No. 9412

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and IVORY COAST

Loan Agreement—*Highway Project* (with annexed Loan Regulations No. 3, as amended, and related letter). Signed at Washington on 21 June 1968

Authentic text: English.

Registered by the International Bank for Reconstruction and Development on 17 February 1969.

BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT et CÔTE D'IVOIRE

Contrat d'emprunt — *Projet de route* (avec, en annexe, le Règlement n° 3 sur les emprunts, tel qu'il a été modifié, et lettre connexe). Signé à Washington le 21 juin 1968

Texte authentique : anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 17 février 1969.

LOAN AGREEMENT[1]

AGREEMENT, dated June 21, 1968, between REPUBLIC OF THE IVORY COAST (hereinafter called the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

Article I

LOAN REGULATIONS

Section 1.01. The parties to this Agreement accept all the provisions of Loan Regulations No. 3 of the Bank, dated February 15, 1961 as amended February 9, 1967, [2] with the same force and effect as if they were fully set forth herein, subject, however, to the following modification thereof (said Loan Regulations No. 3, as so modified, being hereinafter called the Loan Regulations) : The first sentence of Section 4.01 is deleted.

Article II

THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower an amount in various currencies equivalent to five million eight hundred thousand dollars ($ 5,800,000).

Section 2.02. The Bank shall open a Loan Account on its books in the name of the Borrower and shall credit to such Account the amount of the Loan. The amount of the Loan may be withdrawn from the Loan Account as provided in, and subject to the rights of cancellation and suspension set forth in, this Agreement and the Loan Regulations.

Section 2.03. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall be entitled to withdraw from the Loan Account :

(*a*) such amounts as shall have been paid or, if the Bank shall so agree, as shall be required to meet payments to be made, for the reasonable foreign currency cost of goods for Parts II and III of the Project ; and

[1] Came into force on 2 December 1968, upon notification by the Bank to the Government of the Ivory Coast.

[2] See page 154 of this volume.

(*b*) the equivalent of a percentage or percentages as may be established from time to time by agreement between the Borrower and the Bank of such amounts as shall have been paid or, if the Bank shall so agree, as shall be required to meet payments to be made for the reasonable cost of goods for Part I of the Project, and for the purposes of this paragraph (*b*), clause (*b*) of Section 4.01 of the Loan Regulations shall not apply.

Section 2.04. Pursuant to Section 3.02 of the Loan Regulations, withdrawals under Section 2.03 (*b*) of this Agreement shall be made in such currency or currencies as the Bank shall from time to time reasonably select.

Section 2.05. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent (3/4 of 1 %) per annum on the principal amount of the Loan not withdrawn from time to time from the Loan Account.

Section 2.06. The Borrower shall pay interest at the rate of six and one-fourth per cent (6 1/4 %) per annum on the principal amount of the Loan so withdrawn and outstanding from time to time.

Section 2.07. Except as the Bank and the Borrower shall otherwise agree, the charge payable for special commitments entered into by the Bank at the request of the Borrower pursuant to Section 4.02 of the Loan Regulations shall be at the rate of one-half of one per cent (1/2 of 1 %) per annum on the principal amount of any such special commitment outstanding from time to time.

Section 2.08. Interest and other charges shall be payable semi-annually on January 15 and July 15 in each year.

Section 2.09. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 1 to this Agreement.

Article III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall apply the proceeds of the Loan in accordance with the provisions of this Agreement to expenditures on the Project described in Schedule 2 to this Agreement. The specific allocation of the proceeds of the Loan, and the methods and procedures for procurement of the goods to be financed out of such proceeds, shall be determined by Agreement between the Borrower and the Bank, subject to modification by further agreement between them.

Section 3.02. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in carrying out the Project.

Article IV

BONDS

Section 4.01. If and as the Bank shall from time to time request, the Borrower shall execute and deliver Bounds representing the principal amount of the Loan as provided in Article VI of the Loan Regulations.

Section 4.02. The *Ministre délégué aux Affaires Économiques et Financières* of the Borrower is designated as authorized representative of the Borrower for the purposes of Section 6.12 of the Loan Regulations. The *Ministre délégué aux Affaires Économiques et Financières* of the Borrower may designate additional or other authorized representatives by appointment in writing notified to the Bank.

Article V

PARTICULAR COVENANTS

Section 5.01. (*a*) The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound engineering, administrative and financial practices and shall make available, promptly as needed, all funds, facilities, services and other resources required for the purpose.

(*b*) The Borrower shall employ, on terms and conditions satisfactory to the Borrower and the Bank, qualified and experienced contractors, acceptable to the Borrower and the Bank, to carry out the highway construction works included in the Project.

(*c*) The selection and design standards of the roads which are to be the subject of detailed engineering under the Project and the general design standards to be used for construction of the highway included in the Project shall be determined by agreement between the Borrower and the Bank.

(*d*) In carrying out the Project the Borrower shall employ or cause to be employed qualified and experienced consultants acceptable to the Borrower and the Bank for purposes of supervision of the highway construction works included in the Project and for purposes of carrying out preinvestment studies. The nature and scope of the responsibilities of such consultants and the terms and conditions of their employment shall be determined in respect of each part of the Project by agreement between the Borrower and the Bank.

(*e*) The Borrower shall furnish or cause to be furnished to the Bank, promptly upon their preparation, the reports, studies, plans, specifications, contract documents and work schedules for the Project and any material modifications subsequently made therein, in such detail as the Bank shall reasonably request.

Section 5.02. The Borrower shall cause the main and secondary road system of the Borrower and the district roads in the service area of the highway included in the Project to be adequately maintained and shall cause all necessary repairs thereof to be made promptly, all in accordance with sound engineering practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the foregoing.

Section 5.03. The Borrower shall maintain or cause to be maintained records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project and to record the progress of the Project (including the cost thereof) and shall enable the Bank's representatives to inspect the Project, the goods and any relevant records and documents ; and shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods to be financed out of the proceeds of the Loan, and the operations with respect to the Project of the Ministries or agencies of the Borrower responsible for carrying out the Project.

Section 5.04. (*a*) The Borrower and the Bank shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Loan. On the part of the Borrower, such information shall include information with respect to financial and economic conditions in the territories of the Borrower and the international balance of payments position of the Borrower.

(*b*) The Borrower and the Bank shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan or the maintenance of the service thereof.

(*c*) The Borrower shall afford all reasonable opportunity for accredited representatives of the Bank to visit any part of the territories of the Borrower for purposes related to the Loan.