

No. 9643

**INTERNATIONAL DEVELOPMENT ASSOCIATION
and
TOGO**

**Development Credit Agreement—*Highway Maintenance Project*
(with annexed Credit Regulations No. 1, as amended). Signed
at Washington on 10 October 1968**

Authentic text: English.

Registered by the International Development Association on 19 June 1969.

**ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT
et
TOGO**

**Contrat de crédit de développement — *Projet relatif à l'entretien
du réseau routier* (avec, en annexe, le Règlement n° 1 sur les
crédits de développement, tel qu'il a été modifié). Signé à
Washington le 10 octobre 1968**

Texte authentique: anglais.

Enregistré par l'Association internationale de développement le 19 juin 1969.

DEVELOPMENT CREDIT AGREEMENT ¹

AGREEMENT, dated October 10, 1968, between the REPUBLIC OF TOGO (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS the Borrower has requested the Association to make available a development credit to assist in financing the capital expenditures of the Four-Year Togo Highway Maintenance Program and preinvestment studies, as described in Schedule 1 to this Development Credit Agreement, and hereinafter referred to as the Project; and

WHEREAS the Association is willing to make a development credit to the Borrower for the said purposes and for the related services referred to in the said Schedule 1, on the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

Article I

CREDIT REGULATIONS

Section 1.01. The parties to this Development Credit Agreement accept all the provisions of Development Credit Regulations No. 1 of the Association dated June 1, 1961 as amended February 9, 1967 ² (said Development Credit Regulations No. 1 being hereinafter called the Credit Regulations), with the same force and effect as if they were fully set forth herein.

Article II

THE CREDIT

Section 2.01. The Association agrees to make available to the Borrower, on the terms and conditions in this Development Credit Agreement set forth or referred to, a development credit in an amount in various currencies equivalent to three million seven hundred thousand dollars (\$3,700,000).

¹ Came into force on 14 January 1969, upon notification by the Association to the Government of Togo.

² See p. 426 of this volume.

Section 2.02. (a) The Association shall open a Credit Account on its books in the name of the Borrower and shall credit to such Credit Account the amount of the Credit.

(b) The amount of the Credit may be withdrawn from the Credit Account as provided in, and subject to the rights of cancellation and suspension set forth in, this Development Credit Agreement and the Credit Regulations and in accordance with the allocation of the proceeds of the Credit set forth in Schedule 2 to this Development Credit Agreement, as such allocation shall be modified from time to time pursuant to the provisions of such Schedule or by further agreement between the Borrower and the Association.

Section 2.03. (a) The Borrower shall be entitled to withdraw from the Credit Account in respect of the reasonable cost of goods required for carrying out the Project and to be financed under this Development Credit Agreement:

- (i) such amounts as shall have been paid (or, if the Association shall so agree, such amounts as shall be required to meet payments to be made) for the c.i.f. (Lomé) price of goods produced, or for services supplied from, outside the territories of the Borrower and included under Categories A(1), B, and C of the allocation of the proceeds of the Credit set forth in Schedule 2 to this Development Credit Agreement; and
- (ii) the equivalent of such amount as shall have been paid (or, if the Association shall so agree, such amounts as shall be required to meet payments to be made) for expenditures under Category A(2) of said Schedule 2.

(b) Except as shall otherwise be agreed between the Borrower and the Association, no withdrawals shall be made on account of:

- (i) expenditures made prior to the date of this Development Credit Agreement; or
- (ii) any payment for any taxes or duties levied on the import of goods into the territory of the Borrower, such as customs duties, "*droit fiscal*", "*taxe de statistique*", "*taxe forfaitaire*", or any other similar taxes or duties which may be subsequently established; or
- (iii) expenditures made in the territory of any country which is not a member of the Bank (except Switzerland) or for goods produced in (including services supplied from) such territory.

Section 2.04. The currency of the United States of America is hereby specified for the purposes of paragraph (a) of Section 3.02 of the Credit Regulations.

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

Section 2.06. Service charges shall be payable semi-annually on January 15 and July 15 in each year.

Section 2.07. The Borrower shall repay the principal of the Credit withdrawn from the Credit Account in semi-annual installments payable on each January 15 and July 15 commencing January 15, 1979 and ending July 15, 1988, each installment to and including the installment payable on July 15, 1988 to be one-half of one per cent ($\frac{1}{2}$ of 1%) of such principal amount, and each installment thereafter to be one and one-half per cent ($1\frac{1}{2}\%$) of such principal amount.

Article III

USE OF PROCEEDS OF THE CREDIT

Section 3.01. The Borrower shall apply the proceeds of the Credit in accordance with the provisions of this Development Credit Agreement to expenditures required to carry out the Project described in Schedule 1 to this Development Credit Agreement.

Section 3.02. Except as the Association shall otherwise agree:

- (a) the goods to be financed out of the proceeds of the Credit shall be procured on the basis of international competitive bidding in accordance with *Guidelines for Procurement under World Bank Loans and IDA Credits* published in February 1968, and in accordance with such other procedures supplementary thereto as are set forth in Schedule 3 to this Development Credit Agreement, and as shall be agreed between the Borrower and the Association; and
- (b) any contract for the procurement of any of the goods to be financed out of the proceeds of the Credit shall be subject to the approval of the Association, except that no such approval shall be required for items or groups of items from Category B of Schedule 2 to this Development Credit Agreement expected to cost less than the equivalent of ten thousand dollars (\$10,000).

Section 3.03. Except as the Borrower and the Association shall otherwise agree, the Borrower shall cause all goods financed out of the proceeds of the Credit to be used in the territory of the Borrower exclusively in the carrying out of the Project.

Article IV

PARTICULAR COVENANTS

Section 4.01. (a) The Borrower shall cause its *Direction des Travaux Publics* to carry out the Project with due diligence and efficiency and in conformity with sound highway maintenance, engineering, administrative and financial practices, and shall make available, promptly as needed, all funds, facilities, services, and other resources required for the purpose.

(b) To assist in carrying out the Project, the Borrower shall employ or cause to be employed competent and experienced consultants acceptable to the Association, to an extent, and upon such terms and conditions as shall have been approved by the Association.

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

(d) The Borrower shall take all steps necessary to institute and to enforce right-of-way standards satisfactory to the Association for its national highway system.

(e) The Borrower shall take all measures reasonably required to ensure at all times that the dimensions and axle-loads of vehicles using the roads in its national highway system shall not exceed limits consistent with the design standards of such roads, as set forth in the legislation of the Borrower in force at the date of this Development Credit Agreement.

(f) To ensure the development of adequate statistics for future transport planning, the Borrower shall establish and maintain facilities to collect periodically and to record such data as are required to assess the technical, economic, and financial aspects of its national highway system.