

No. 10867

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**INTERNATIONAL DEVELOPMENT ASSOCIATION  
and  
MALI**

**Development Credit Agreement—*Highway Project* (with annexed General Conditions Applicable to Development Credit Agreements). Signed at Washington on 17 June 1970**

*Authentic text: English.*

*Registered by the International Development Association on 2 December 1970.*

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**ASSOCIATION INTERNATIONALE  
DE DÉVELOPPEMENT  
et  
MALI**

**Contrat de crédit de développement — *Projet relatif au réseau routier* (avec, en annexe, les Conditions générales applicables aux contrats de crédit de développement). Signé à Washington le 17 juin 1970**

*Texte authentique : anglais.*

*Enregistré par l'Association internationale de développement le 2 décembre 1970.*

## DEVELOPMENT CREDIT AGREEMENT<sup>1</sup>

AGREEMENT, dated June 17, 1970, between the REPUBLIC OF MALI (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

### *Article I*

#### GENERAL CONDITIONS; DEFINITIONS

*Section 1.01.* The parties to this Development Credit Agreement accept all the provisions of the General Conditions Applicable to Development Credit Agreements of the Association, dated January 31, 1969,<sup>2</sup> with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Development Credit Agreements of the Association being hereinafter called the General Conditions).

*Section 1.02.* Wherever used in this Development Credit Agreement, unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth and the term "Directorate" means the National Directorate of Public Works of the Ministry of Industrial Development and Public Works of the Borrower.

### *Article II*

#### THE CREDIT

*Section 2.01.* The Association agrees to lend to the Borrower, on the terms and conditions in this Development Credit Agreement set forth or referred to, an amount in various currencies equivalent to seven million seven hundred thousand dollars (\$7,700,000).

*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 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(b) The amount of the Credit may be withdrawn from the Credit Account as provided in, and subject to the rights of cancellation and suspensions set forth in, this Development Credit Agreement and in accordance

<sup>1</sup> Came into force on 9 September 1970, upon notification by the Association to the Government of Mali.

<sup>2</sup> See p. 176 of this volume.

with the allocation of the proceeds of the Credit set forth in Schedule I to this 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.* Subject to the provisions of Section 2.04, below, the Borrower shall be entitled to withdraw from the Credit Account in respect of the reasonable cost of goods or services required for 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, shall be required to meet payments to be made) for goods or services included in Categories I through VI of the allocation of the proceeds of the Credit referred to in Section 2.02 (b) of this Agreement;
- (ii) the equivalent of sixty per cent (60%) of such amounts as shall have been paid for the works described in Category VII of such allocation; and
- (iii) the equivalent of fifty-five per cent (55%) of such amounts as shall have been paid by the Directorate for the works described in Category VIII of such allocation,

which percentages represent the estimated foreign exchange components of the respective costs of the works described in such Categories VII and VIII; provided, however, that if there shall be an increase in the estimate of the cost of such works, the Association may by notice to the Borrower adjust the percentage applicable to the appropriate Category, as required in order that withdrawals of the amount of the Credit then allocated to such Category and not withdrawn may continue *pro rata* with the payments remaining to be made for such works.

*Section 2.04.* No withdrawals from the Credit Account shall be made: (i) under any of the Categories I through V of the allocation of the proceeds of the credit referred to in Section 2.02 of this Agreement on account of payments in the currency of the Borrower, or for goods produced in, or services supplied from, the territories of the Borrower; or (ii) on account of payments for taxes imposed by the Borrower or any of its political subdivisions on, or in connection with the importation or supply of, goods or services included in Categories VI, VII, or VIII of such allocation of the proceeds of the Credit.

*Section 2.05.* It is hereby agreed, pursuant to Section 5.01 of the General Conditions, that withdrawals from the Credit Account for spare parts for the overhaul of existing equipment under Category IV of such allocation of the proceeds may be made up to an amount not exceeding

\$400,000 equivalent on account of expenditures incurred prior to the date of this Agreement, but subsequent to May 1, 1970.

*Section 2.06.* The currency of the French Republic is hereby specified for the purposes of Section 4.02 of the General Conditions.

*Section 2.07.* 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 2.08.* Service charges shall be payable semi-annually on June 1 and December 1 in each year.

*Section 2.09.* The Borrower shall repay the principal amount of the Credit withdrawn from the Credit Account in semi-annual installments payable on each June 1 and December 1 commencing December 1, 1980 and ending June 1, 2020, each installment to and including the installment payable on June 1, 1990 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.* (a) The Borrower, acting through the Directorate, shall apply the proceeds of the Credit in accordance with the provisions of this Development Credit Agreement to expenditures on the Project, described in Schedule 2 to this Agreement.

(b) The specific equipment and spare parts to be procured under Part A of the Project are described in Schedule 3 to this Agreement. Such Schedule is subject to modification from time to time by agreement between the Borrower, acting through the Directorate, and the Association.

*Section 3.02.* Except as specified in Schedule 4 to this Agreement or as the Association shall otherwise agree, (i) the goods and services to be financed out of the proceeds of the Credit shall be procured on the basis of international competitive bidding in accordance with the *Guidelines for Procurement under World Bank Loans and IDA Credits*, published by the Bank in August 1969, and in accordance with such other procedures supplementary thereto as are set forth in such Schedule 4, and (ii) contracts for the procurement of such goods and services shall be subject to the prior approval of the Association.

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

#### *Article IV*

##### PARTICULAR COVENANTS

*Section 4.01.* (a) The Borrower, through the Directorate, shall carry out the Project with due diligence and efficiency and in conformity with sound administrative, financial and engineering practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required by the Directorate for the purpose.

(b) In the carrying out of the Project, the Borrower shall employ consultants and other experts acceptable to, and to an extent and upon terms and conditions satisfactory to, the Association.

(c) For the purpose of carrying out the feeder road betterment program under item 6 of Part A of the Project, the Borrower shall cause the Directorate to establish and maintain, under the direct authority of its Director, a New Works Department; such Department shall operate with the assistance of the consultants and experts referred to in paragraph (b) of Section 4.01 and shall be provided with equipment to be procured under item 5 of Part A of the Project.

(d) The specific roads included in item 6 of Part A of the Project are listed in Schedule 5 to this Agreement, and the general design standards to be applied thereto shall be as set forth in Schedule 6 to this Agreement.

(e) Upon request from time to time by the Association, the Borrower shall furnish, or cause to be furnished, promptly to the Association the reports, plans, specifications, contract documents and work schedules for the Project, and shall furnish any material modification subsequently made therein, in such detail as the Association shall reasonably request.

*Section 4.02.* The Borrower shall (i) cause to be maintained records adequate to identify the goods and services financed out of the proceeds of the Credit, to disclose the use thereof in the Project, and to record the progress of the Project (including the cost thereof); (ii) enable the Association's representatives to inspect the Project, the goods and services and any relevant records and documents; and (iii) cause to be furnished to the Association all such information as the Association shall reasonably request concerning the expenditure of the proceeds of the Credit, the

Project, the goods and services, and the operations, administration and financial condition of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof.

*Section 4.03.* (a) The Borrower and the Association shall cooperate fully to ensure that the purposes of the Credit 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 Credit. 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 Association shall from time to time exchange views through their representatives with regard to the matters mentioned in Section 4.02 (iii) and in paragraph (a) above, and to other matters relating to the purposes of the Credit and the maintenance of the service thereof. The Borrower shall promptly inform the Association of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Credit or the maintenance of the service thereof.

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

*Section 4.04.* The Borrower undertakes to insure, or make other arrangements satisfactory to the Association for the insurance of, the goods to be financed out of the proceeds of the Credit, against marine, transit and other hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

*Section 4.05.* (a) The Borrower shall collect and record in accordance with appropriate statistical methods and procedures such technical, economic and financial information as shall be reasonably required for proper planning of maintenance, improvements and extensions of the Borrower's road network, and furnish the Association with such information in respect thereof as the Association shall reasonably request.

(b) Pursuant to the foregoing, the Borrower shall conduct traffic counts on its main roads bi-annually.

*Section 4.06.* (a) The Borrower shall cause its road network to be adequately maintained and shall cause all necessary repairs thereof to be made promptly, all in accordance with sound engineering and economic

standards, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the foregoing.

(b) Pursuant to paragraph (a) of Section 4.01 and to paragraph (a) of this Section the Borrower shall ensure that the annual budgetary allocations of the Directorate shall be adequate to provide funds sufficient for the current operations of the Directorate. Such budgetary allocations shall include specific provisions for the Central Equipment Department and the subdivisions of the Directorate and for the operations of the New Works Department referred to in paragraph (c) of Section 4.01 above. The provision for the renewal of road-maintenance equipment shall be separately stated and shall be increased annually to the extent required to cover the full costs of current renewals of such equipment beginning in the year 1975 at the latest.

(c) The Borrower undertakes to ensure that its Road Fund, held in the account of the Treasury at the Central Bank of Mali pursuant to *Arrêté* No. 359/MFC—CAB of April 20, 1970, will at all times be efficiently managed; that such Fund will be utilized only for the purposes described in such *Arrêté*; that the annual budgetary allocations to such Fund shall be sufficient, as agreed between the Borrower and the Association, to cover the expenditures referred to in Article 3 of such *Arrêté*; and that the credits to such account provided for in Article 2 of such *Arrêté* shall be promptly made in order to ensure the accomplishment of the purposes of the Road Fund.

*Section 4.07.* In connection with the reorganization of the Equipment Department of the Directorate, comprising item 2 of Part A of the Project, the Borrower shall cause the Directorate

- (i) to establish a cost-accounting system designed to improve control and budgeting of expenditures for highway and equipment maintenance;
- (ii) to introduce and maintain a sound system for the management of spare-parts inventory; and
- (iii) to reinforce its field inspection services as necessary to ensure the prompt delivery of spare parts to its subdivisions.

*Section 4.08.* The Borrower shall take such steps as shall be reasonably required to ensure:

- (a) that the dimensions and axle-loads of vehicles using the Borrower's road network are consistent with the structural and geometric design standards of the road used;

- (b) that the limits imposed by the laws of the Borrower on such dimensions and axle-loads in accordance with such design standards are duly observed;
- (c) that the movement of heavy vehicles is adequately restricted on sections of roads where necessary during periods of rain and that the rain gates provided for the purpose are adequately staffed, operated and maintained.

*Section 4.09.* The principal of, and service charges on, the Credit shall be paid without deduction for, and free from, any taxes, and free from all restrictions, imposed under the laws of the Borrower or laws in effect in its territories.

*Section 4.10.* The Development Credit Agreement shall be free from any taxes that shall be imposed under the laws of the Borrower or laws in effect in its territories on or in connection with the execution, delivery or registration thereof.

*Section 4.11.* The Borrower undertakes that the technical standards, the scope and the timing of the reconstruction and strengthening of the Bamako-Segou and Bamako-Bougouni roads will be determined in agreement with the Association on the basis of the findings of the feasibility study comprising item 1 of Part B of the Project.

#### *Article V*

#### REMEDIES OF THE ASSOCIATION

*Section 5.01.* If any event specified in Section 7.01 of the General Conditions shall occur and shall continue for the period, if any, therein set forth, then at any subsequent time during the continuance thereof, the Association, at its option, may by notice to the Borrower declare the principal of the Credit then outstanding to be due and payable immediately together with the service charges thereon, and upon any such declaration such principal, together with such charges, shall become due and payable immediately, anything in this Development Credit Agreement to the contrary notwithstanding.

#### *Article VI*

#### EFFECTIVE DATE; TERMINATION

*Section 6.01.* The following event is specified as an additional condition to the effectiveness of this Development Credit Agreement within the meaning of Section 10.01 (b) of the General Conditions, namely: the Bor-



rower shall have employed the experts, for assistance in carrying out items 1 through 5 of Part A of the Project, referred to in Section 4.01 (b) of this Agreement.

*Section 6.02.* The date of August 10, 1970 is hereby specified for the purposes of Section 10.04 of the General Conditions.

*Section 6.03.* The obligations of the Borrower under Sections 4.02, 4.05, 4.06, and 4.08 of this Agreement shall terminate on the date on which this Development Credit Agreement shall terminate or on a date twenty years after the date of this Development Credit Agreement, whichever shall be the earlier.

### *Article VII*

#### MISCELLANEOUS

*Section 7.01.* The Closing Date shall be March 31, 1976 or such other date as shall be agreed between the Borrower and the Association.

*Section 7.02.* The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 9.03 of the General Conditions.

*Section 7.03.* The following addresses are specified for the purposes of Section 9.01 of the General Conditions:

For the Borrower:

Ministry of Finance  
Bamako, Koulouba  
Republic of Mali

Alternative address for cables:

Minifinances  
Bamako

For the Association:

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

Alternative address for cables:

Indevas  
Washington, D.C.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Development

Credit Agreement to be signed in their respective names and to be delivered in the District of Columbia, United States of America, as of the day and year first above written.

Republic of Mali:

By SEYDOU TRAORE  
Authorized Representative

International Development Association:

By J. BURKE KNAPP  
Vice President

SCHEDULE I

ALLOCATION OF THE PROCEEDS OF THE CREDIT

<i>Category</i>	<i>Amounts Expressed in Dollar Equivalent</i>
I. Advisory services of two teams of experts for highway maintenance and feeder-road betterments under Part I of the Project, except allowances described under Category VI .....	1,300,000
II. Consultants services for feasibility study and detailed engineering under Part B of the Project, except allowances described under Category VI ...	300,000
III. Tools and equipment for workshops .....	400,000
IV. New highway maintenance equipment and related spare parts together with spare parts for overhaul of existing equipment .....	3,500,000
V. Imported materials for the construction of drainage structures for feeder-road betterments .....	200,000
VI. Subsistence allowances for foreign experts and consultants .....	150,000
VII. Construction and extension of workshops and stores for the maintenance of highway equipment	300,000
VIII. Execution of agricultural feeder-road betterments, except materials described in Category V above .	600,000
IX. Unallocated .....	<u>950,000</u>
	<b>TOTAL</b> <u>7,700,000</u>

## REALLOCATION UPON CHANGE IN COST ESTIMATES

1. If the estimate of the cost of the goods or services under any of the Categories I through VIII shall decrease, the amount of the Credit then allocated to, and no longer required for, such Category will be reallocated by the Association to Category IX.

2. If the estimate of the cost of such goods or services shall increase, the Association will, at the request of the Borrower, reallocate from Category IX to the appropriate Category an amount equivalent, in the case of Categories I through VI, to the portion, if any, of such increase to be financed out of the proceeds of the Loan, and in the case of Categories VII and VIII, an amount calculated by applying to such increase the percentage stipulated for these Categories in Section 2.03 of this Agreement, subject, however, to the requirements, as determined by the Association, for contingencies in respect of the cost of the goods and services in other Categories.

## SCHEDULE 2

The Project consists of the following:

*Part A.* A Four-Year Program of Highway Maintenance and Feeder-road Betterment (1971-1975) to be carried out by the Directorate, including:

1. The training of maintenance staff at all levels;
2. The reorganization of the Equipment Department (*Arrondissement Matériel*) of the Directorate;
3. The renovation and extension of maintenance workshops;
4. The overhaul and repair of existing salvageable highway maintenance equipment;
5. The procurement of highway maintenance equipment and spare parts; and,
6. The betterment of about 1,450 km of agriculture feeder roads.

*Part B.*

1. A feasibility study of the reconstruction and strengthening of the Bamako-Segou (235 km) and Bamako-Bougouni (170 km) roads; and
2. The completion of detailed engineering and the preparation of bidding documents for such reconstruction and strengthening, defined on the basis of the findings of the above feasibility study.

The Project is expected to be completed by September 30, 1975.

## SCHEDULE 3

## EQUIPMENT TO BE PROCURED\*

<i>Type of Equipment</i>	<i>Number to be Purchased</i>
Graders 100-120 HP .....	25
Bulldozers 145-165 HP .....	13
Loaders, wheeled .....	13
Pneumatic Rollers, towed, 15-25 t .....	13
Tractors 65 HP .....	13
Smooth-wheeled Rollers, 7-15 t .....	6
Tipper Trucks 6m <sup>3</sup> .....	49
Trucks 3 t .....	43
Watertankers, 10,000l .....	20
Pumps, 100 m <sup>3</sup> /hr, mounted on trucks .....	10
Concrete Mixers, towed .....	5
Gritter attachments for trucks .....	2
Mechanical Brushes .....	2
Equipment Trailers .....	4
Equipment Trailer Platform .....	1
Towing Truck .....	1
Mobile Workshops .....	2
General Purpose Vehicles .....	14
Pick-up Trucks .....	10
Station Wagon .....	1

\* Including initial stocks of spare parts

## SCHEDULE 4

## PROCUREMENT

1. To the extent practicable, identical or similar items to be procured shall be grouped together for the purpose of procurement; such groupings shall be subject to the approval of the Association.

2. The procurement of items or groups of items expected the cost less than \$10,000 equivalent, and of spare parts to be purchased under Category IV for the overhaul and repair of existing highway maintenance equipment, may be made without resort to international competitive bidding. In lieu thereof the following procedure shall apply: quotations for the supply of such items will be requested

from an appropriate number, and in any case at least two, competing suppliers, including, in the case of spare parts for existing equipment, the original supplier thereof. Lists of such items and groups to be procured, indicating the quotations received and the proposed suppliers thereof, will be sent to the Association periodically for its approval.

3. With respect to procurement of tools, equipment, spare parts and materials described in Categories III, IV and V of the Allocation of the Proceeds of the Credit referred to in Section 2.02 of this Agreement (except as stated in paragraph 2 above) the following procedures shall apply:

- (a) Information concerning the advertising coverage as well as the bidding documents and draft contracts shall be submitted to the Association for its approval prior to inviting bids;
- (b) The time interval between the invitations to bid and the bid opening referred to in paragraph 3.1 of the Guidelines shall be at least 60 days;
- (c) Invitations for bidding for the supply of equipment and tools shall state that contracts awarded for such supply shall require the supplier to provide adequate servicing facilities, and to maintain up-to-date inventories of spare parts, in the territory of the Borrower;
- (d) Bidding documents (and, in the case of the items or groups of items mentioned in paragraph 2 above, the request for quotations of prices) shall indicate whether customs duties and other import taxes will be applicable on the goods being procured and whether suppliers from any countries are entitled to preferential rates of duties and taxes. If such duties and taxes will be levied, they should be separately stated in the bids and taken into account in the evaluation of bids. Otherwise, the evaluation of bids will be made excluding such duties and taxes;
- (e) Before the award of any contract, the Borrower shall send to the Association for its approval an evaluation of the bids received and the Borrower's proposal concerning the contract and the award. If it is proposed to award the contract to a bidder other than the bidder offering the lowest evaluated bid, the reasons for such an exception to Section 3.9 of the Guidelines shall be stated. Promptly after the award, one conformed copy of such contract shall be sent to the Association.

4. With respect to the goods and services to be procured for the construction and extension of workshops and stores under Category VII of the allocation of the proceeds of the Credit referred to in Section 2.02 (b) of this Agreement, it is agreed that, in respect of contracts for such procurement expected to cost \$10,000 equivalent or more, the Borrower shall submit to the Association for its approval prior to issuing invitations to bid, an outline of the bidding procedures proposed therefor and that such procedures shall provide for a time interval of at least 30 days between the invitation to bid and the bid opening. The award of such contracts shall be made only with the prior approval of the Association. A conformed copy of each such contract shall be sent to the Association promptly upon signature.

5. The Borrower shall facilitate the accomplishment of any administrative formalities which may be required of suppliers or their local agents under the laws of the Borrower, to enable such suppliers or agents promptly to submit their bids and to carry out their contracts.

### SCHEDULE 5

#### AGRICULTURAL FEEDER ROADS TO BE INCLUDED IN BETTERMENT PROGRAM UNDER PART A OF THE PROJECT

<i>Roads</i>	<i>Approximate Length Km</i>	<i>Proposed Design Standards</i>
<i>Fana Region</i>		
Fana-Nangola-Koumankou .....	120	A
Dioila-Santiguila .....	70	B
Dioila-Massigui .....	80	B
Dioila-Nangola .....	30	B
Fougano-Guendo .....	25	B
<i>Koutiala Region</i>		
Koutiala-Konseguela .....	40	A
Konseguela-Konina .....	50	B
Mpessoba-Peguena .....	40	A
Peguena-Falo .....	20	B
Koutiala-Sirakele .....	20	A
Sirakele-Dieramana .....	35	B
Karangasso-N'Tokonasso .....	55	B
Kaledougou-Narena .....	55	B
<i>Sikasso Region</i>		
Sikasso-Kabele .....	50	B
<i>Kangaba Region</i>		
Kangaba-Banankoro .....	60	B
<i>Kita Region</i>		
Kita-Didjan-Batimakana .....	30	A
Didjan-Nambiri .....	21	B
Batimakana-Namala .....	13	B
Batimakana-Tafassadaga .....	13	B
Kita-Kokofata .....	60	A
Kita-Sagabari .....	77	B
<i>Kolokani Region</i>		
Kolokani-Sirakorola .....	54	A
Massantola-Tioribougou-Niokona .....	57	A
Niokona-Faladie .....	20	B
Kolokani-Sebekoro .....	42	B
Sirakorola-Niamina .....	71	B

<i>Roads</i>	<i>Approximate Length Km</i>	<i>Proposed Design Standards</i>
<i>Bafoulabe Region</i>		
Oulanko-Bamafele .....	115	B
Mahina-Tantidji .....	121	B
Total Type A: 421 km.	Total Type B: 1,023 km.	Grand total: 1,444 km.

## SCHEDULE 6

## DESIGN STANDARDS FOR THE AGRICULTURAL FEEDER-ROADS BETTERMENT PROGRAM UNDER PART A OF THE PROJECT

	<i>Type A Normal (for roads with a basic agricultural traffic of 4,000 t. per year or more)</i>	<i>Type B Minimal (for roads with a basic agricultural traffic of 1,700 to 4,000 t. per year)</i>
Clearing width (m)	9	7
Roadway width (m)	5.5	4
Laterite course	Continuous 15 cm thick	Discontinuous 8 cm thick
Typical drainage structures	Ditches and outlets, cul- verts, dikes and concrete fords	Ditches and outlets, cul- verts and stone fords

## INTERNATIONAL DEVELOPMENT ASSOCIATION

## GENERAL CONDITIONS, DATED 31 JANUARY 1969

## GENERAL CONDITIONS APPLICABLE TO DEVELOPMENT CREDIT AGREEMENTS

[Not published herein. See United Nations, Treaty Series, vol. 703, p. 244.]