

Loan key → 2021 516

## LOAN AGREEMENT

### WIDENING OF BERTIL HARDING HIGHWAY PROJECT

BETWEEN

THE REPUBLIC OF THE GAMBIA

AND

THE ARAB BANK FOR ECONOMIC  
DEVELOPMENT IN AFRICA

DATED 17<sup>th</sup> May 2021



## LOAN AGREEMENT

**AGREEMENT** dated.....2021 between the Republic of the Gambia (hereinafter called "The Borrower") and the Arab Bank for Economic Development in Africa (hereinafter called "BADEA").

### **WHEREAS:**

- (A) The Borrower has requested BADEA to assist in financing the Project described in Annex "II" to this Agreement;
- (B) The Borrower has requested the Abu Dhabi Fund for Development (hereinafter called the Abu Dhabi Fund) to assist in financing the said Project, and the Abu Dhabi Fund has agreed to consider providing a loan in an amount equivalent to about fifteen million dollars (\$ 15,000,000) for this purpose;
- (C) The Borrower has requested the Kuwait Fund for Arab Economic Development (hereinafter called the Kuwait Fund) to assist in financing the said Project, and the Kuwait Fund has agreed to consider providing a loan in an amount equivalent to about twenty million dollars (\$ 20,000,000) for this purpose;
- (D) The Borrower has requested the OPEC Fund for International Development (hereinafter called the OFID) to assist in financing the said Project, and the OFID has agreed to provide a loan in an amount equivalent to about twenty million dollars (\$ 20,000,000) for this purpose;
- (E) The Borrower has agreed to contribute an amount equivalent to about eight million dollars (\$8,000,000) for this purpose;
- (F) The purpose of BADEA is to foster economic, financial and technical cooperation between African countries and Arab World countries within the framework of solidarity and mutual interest and thus to strengthen the ties between African States and the Arab Nation;



- (G) BADEA is convinced of the importance and usefulness of the said Project in developing the economy of the Borrower; and
- (H) BADEA has agreed, in view of the foregoing, to grant the Borrower a Loan on the terms and conditions set forth in this Agreement.

NOW, therefore, the parties hereto agree as follows:



**ARTICLE I**  
**GENERAL CONDITIONS - DEFINITIONS**

**Section 1.01** The parties to this Agreement accept all the provisions of the attached General Conditions Applicable to Loan and Guarantee Agreements of BADEA, dated October 28, 1979, as amended up to the date of this Agreement (hereinafter called the "General Conditions") with the same force and effect as if they were fully set forth herein.

**Section 1.02** Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings set forth and the following additional terms have the following meanings:

- (A) "The Ministry" means the Ministry of Transport, Works and Infrastructure which will supervise the implementation of the Project;
- (B) "NRA" means the National Roads Authority, which was established by Presidential Act of National Assembly in the year 2003, and will be responsible of the Project implementation;
- (C) "PIU" means the Project Implementation Unit, which shall be established pursuant to the provision of Section (3.02) of this Agreement to be directly responsible of the Project implementation.



## **ARTICLE II**

### **THE LOAN**

**Section 2.01** BADEA agrees to lend to the Borrower the sum of twenty million dollars (\$ 20,000,000) on terms and conditions set forth or referred to, in this Agreement.

**Section 2.02** The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Annex "A" to this Agreement, or as such Annex may be amended from time to time by agreement between the Borrower and BADEA, for expenditures made (or if BADEA shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan.

**Section 2.03** Except as BADEA shall otherwise agree, goods and services required to carry out the Project and financed out of the proceeds of the Loan shall be procured in accordance with the procedure specified in Annex "B" to this Agreement.

**Section 2.04** The closing date shall be December 31, 2023 or any other later date approved by BADEA and promptly notified to the Borrower.

**Section 2.05** The Borrower shall pay interest at the rate of one point five per cent (1.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

**Section 2.06** Interest and other eventual charges shall be payable semi annually. The dates of payments will be fixed on the basis of the first day of the month following the first withdrawal from the Loan Account.

**Section 2.07** The Borrower shall repay the principal of the Loan in forty (40) semi annual installments, as specified in Annex " I " to this Agreement, after a grace period of five (5) years to be calculated from the first day of the month following the first withdrawal from the Loan Account.





### ARTICLE III EXECUTION OF THE PROJECT

**Section 3.01** The Borrower shall cause the Project to be carried out by the Ministry (NRA) with due diligence and efficiency and in conformity with appropriate financial, administrative and technical practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for this purpose.

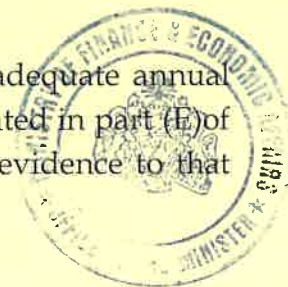
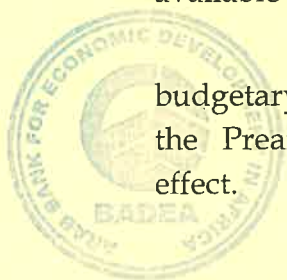
**Section 3.02** The Borrower shall cause the Ministry to establish the (PIU) from within NRA's Technical Department. The PIU shall be charged for the technical and financial follow-up of the Project, and it shall be formed by a Qualified Civil Engineer and with proven experience in managing similar projects in the field of road projects implementation to act as a Project Coordinator. He is assisted by a team consisting of two engineers specialized in roads, two road works technicians, in addition to an accountant, an administrative assistant, and two drivers. The qualifications, experience, terms of reference and terms of use of the Project Coordinator and his assistants shall be satisfactory to BADEA.

**Section 3.03** The Borrower shall submit to BADEA for approval the draft programme of implementation of the Project and any material modifications subsequently made therein, in such detail as BADEA shall reasonably request.

**Section 3.04** In order to assist the Borrower in the day-to-day supervision of execution of the Project, the Borrower shall employ consultants, whose terms of reference and conditions of employment shall be acceptable to BADEA.

**Section 3.05** (a) In addition to the Loan proceeds, and the proceeds of the Loans referred to in parts (B), (C) and (D) of the Preamble of this Agreement, the Borrower shall make available, promptly as needed, all other funds which shall be required for carrying out the Project (including any funds that may be required to meet any increase in cost beyond the estimated cost of the Project at the time of signing this Agreement), all such funds are to be made available on terms and conditions satisfactory to BADEA.

(b) The Borrower shall make adequate annual budgetary allocations to meet its share of the Project's cost as stated in part (E) of the Preamble to this Agreement and shall submit to BADEA evidence to that effect.



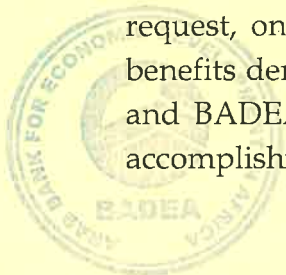
**Section 3.06** The Borrower shall (1) maintain, or cause the NRA, to maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the execution of the Project, to record the progress of the execution of the Project and the cost thereof and to reflect, in accordance with consistently maintained sound accounting practices, the operations, resources and expenditures, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof ; (2) afford all reasonable opportunity for accredited representatives of BADEA to make visits for purposes related to the Loan, and to inspect the Project, the goods and any relevant records and documents; and (3) furnish to BADEA all such information as BADEA shall reasonably request concerning the expenditures out of the proceeds of the Loan, the Project and the goods financed out of such proceeds.

**Section 3.07** The Borrower shall insure, or cause to be insured with reputable insurers, or shall make adequate provisions for the insurance of, all imported goods financed out of the proceeds of the Loan against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. This insurance shall be for such amounts, as shall be consistent with sound commercial practices. For such insurance, any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

**Section 3.08** The Borrower takes, or works to ensure that any necessary action is taken to implement the project, and does not take and does not allow taking any action that would prevent or impede the implementation of the project or the implementation of any of the provisions of this Agreement.

**Section 3.09** (a) The Borrower shall furnish to BADEA, or cause to be furnished quarterly reports, not later than thirty (30) days after the end of every quarter of each calendar year, of such scope and in such detail as BADEA shall reasonably request on the progress of the execution of the Project,

(b) Within six (6) months following the last withdrawal from the Loan Account, the Borrower shall prepare and furnish to BADEA a report, of such scope and in such detail as BADEA shall reasonably request, on the execution and initial operation of the Project, its cost and the benefits derived and to be derived from it, on the performance by the Borrower and BADEA of their respective obligations under this Agreement and on the accomplishment of the purposes of the Loan.



**ARTICLE IV**  
**PARTICULAR COVENANTS**

**Section 4.01**        The Borrower shall ensure that the NRA will take all necessary measures in order to exploit and maintain its facilities, equipment, tools and other funds necessary or useful for the exploitation of the Project or its operations in accordance with the appropriate technical, financial and administrative methods in a manner that achieves maximum effectiveness for the total of the authority's operations.

**Section 4.02**        The Borrower shall, or cause NRA to, in respect of the Project (i) keep separate accounts for the Project, (ii) have these separate accounts for each fiscal year audited in accordance with sound auditing principles consistently applied, by independent auditors acceptable to BADEA, (iii) furnish to BADEA, as soon as available but in any case not later than six months after the end of each such year, (A) certified copies of the said financial statements as so audited and (B) the report of such audit by said auditors, of such scope and in such detail as BADEA shall have reasonably requested, and (iv) furnish to BADEA such other information concerning the Projects' accounts and the Borrower financial statements and the audit thereof as BADEA shall from time to time reasonably request.

**Section 4.03**        The Borrower undertakes to make available in its budget the financial funds necessary for the maintenance of the road constructed under the Project after the completion of its execution.

**Section 4.04**        The Borrower undertakes to take all necessary measures to ensure that the dimensions and axle loads of the vehicles using the road to be constructed under the Project, is matching with the engineering specifications of this road. Also there shall be set a system for continuous supervision of axle loads and application of the specific related regulations.

**Section 4.05**        The Borrower undertakes that NRA shall continue the training of its employees on aspects of design, construction, and maintenance of roads.





**Section 4.06** The Borrower shall endeavor to ensure that NRA manages its affairs, maintains its financial position, and directs its operations in accordance with appropriate administrative, financial and technical methods.

**Section 4.07** The Borrower undertakes or requires the NRA to provide BADEA, for approval, with the consultant's follow-up reports, detailing the Project design, and reports of the final cost of goods and services, and the cost of Project maintenance.

**Section 4.08** The Borrower shall take all such actions as shall be necessary to acquire all land and rights in respect of land as shall be required for carrying out the Project.

**Section 4.09** The Borrower shall cause NRA to take all required environmental requirements while complying with environmental laws and regulations during and after the project implementation period, and also undertakes that the project implementation contracts with contractors include conditions that oblige contractors to take the necessary measures to manage the negative consequences resulting from the works.

**Section 4.10** The Borrower undertakes throughout the execution of the project to abide by standard principle of transparency and corporate governance and confirms compliance of anti-money Laundry and anti-terrorism laws and regulations.



**ARTICLE V**  
**SUSPENSION AND ACCELERATION OF MATURITY**

**Section 5.01** For the purposes of Section (8.02) of the General Conditions the following additional events are specified pursuant to paragraph (i) (g) thereof:

- (a) A material change shall have been made in the nature of NRA or its management or the law establishing it, which is likely to have a substantial adverse effect on its ability to carry out the Project or operate the facilities included therein;
- (b) The Borrower, or another authority having jurisdiction, shall have taken any action for the dissolution of NRA or for the suspension of its operations;
- (c) (i) Subject to sub-paragraph (ii) of this paragraph:
  - (A) the right of the Borrower or NRA to withdraw the proceeds of any loan or grant made to the Borrower or NRA for financing the Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing thereof, or
  - (B) any such loan shall have become due and payable prior to the agreed maturity thereof;
- (ii) Sub-paragraph (i) of this paragraph shall not apply if the Borrower establishes to the satisfaction of BADEA that (A) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower or NRA to perform any of its obligations under such agreement, and (B) adequate funds for the Project are available to the Borrower or NRA the obligations of the Borrower or NRA under that Agreement.



**Section 5.02** For the purposes of Section (9.01) of the General Conditions, the following two additional events are specified pursuant to paragraph (g) thereof:

- (a) the events specified in paragraphs (a) and (b) of Section (5.01) of this Agreement shall occur and shall continue for a period of sixty (60) days after notice hereof shall have been given by BADEA to the Borrower;
- (b) subject to sub-paragraph (ii) of paragraph (c) of Section (5.01) of this Agreement, the event specified in Paragraph (c-i-B) of the said section shall occur.



**ARTICLE VI**  
**EFFECTIVE DATE - TERMINATION**

**Section 6.01** The following condition is specified as additional condition to the effectiveness of the Loan Agreement within the meaning of Section (12.01) (b) of the General Conditions:

- Evidence shall have been provided to BADEA that each of the Abu Dhabi Fund, the Kuwait Fund and the OFID have confirmed their participation in financing the Project.

**Section 6.02** Pre-withdrawal condition: No withdrawal from the Loan Account shall take place until the PIU and the Project Coordinator have been appointed, in accordance with Section (3.02) of this Agreement, and an evidence to that effect has been provided to BADEA.

**Section 6.03** This Loan Agreement shall come into force and effect on the date upon which BADEA dispatches by fax or e-mail to the Borrower notice of its acceptance of the evidence required by Section (12.01) of the General Conditions.

**Section 6.04** Withdrawal from the Loan Account of this Agreement shall be conditional to providing BADEA, in writing, with the names of the persons authorized to sign on behalf of the Borrower in all the procedures related to the Loan, including withdrawal and others, and their signature forms.

**Section 6.05** The date 30 June 2021 is hereby specified for the purposes of Section (12.04) of the General Conditions.





**ARTICLE VII**  
**REPRESENTATIVES OF THE BORROWER - ADDRESSES**

**Section 7.01**        The Ministry of Finance and Economic Affairs is designated as Representative of the Borrower for the purposes of Section (11.03) of the General Conditions.

**Section 7.02**        The following addresses are specified for the purposes of Section (11.01) of the General Conditions:

**For the Borrower:**

Ministry of Finance and Economic Affairs  
The Quadrangle, Banjul  
Republic of The Gambia  
Fax     :(220) 4227954  
Tel.    :(220) 4227221/4227529/4223784  
E-Mail :info@mofea.gov.gm

**For BADEA:**

The Arab Bank for Economic Development in Africa (BADEA)  
P. O. BOX 2640  
Post Code Khartoum 11111,  
Republic of Sudan  
Fax:   (249-183) 770498 - 770600  
Tel.:   (249-183) 773709 - 773646  
E-mail:badea@badea.org




IN WITNESS whereof, the parties hereto acting through their Representatives thereto duly authorized, have caused this Agreement to be signed in their respective names in Khartoum & Banjul as of the day and year first above written.

THIS AGREEMENT is drawn in Arabic and English. The English text conforms with the Arabic text. The Arabic text is the authentic text.

**The Republic of the Gambia**



By :

  
**Hon. Mambury Njie**  
**Minister of Finance**  
**and Economic Affairs**

**The Arab Bank for Economic  
Development in Africa**

By :

  
**Dr. Sidi Ould TAH**  
**Director General**



ANNEX "I"  
AMORTIZATION SCHEDULE  
Widening of Bertil Harding Highway Project  
-Republic of The Gambia -

<u>Installments</u>	<u>Payment of Principal</u> <u>(Expressed In U.S. D)</u>
1.	431,000.00
2.	434,000.00
3.	437,000.00
4.	440,000.00
5.	444,000.00
6.	447,000.00
7.	450,000.00
8.	454,000.00
9.	457,000.00
10.	461,000.00
11.	464,000.00
12.	467,000.00
13.	471,000.00
14.	475,000.00
15.	478,000.00
16.	482,000.00
17.	485,000.00
18.	489,000.00
19.	493,000.00
20.	496,000.00
21.	500,000.00
22.	504,000.00
23.	508,000.00
24.	511,000.00
25.	515,000.00
26.	519,000.00
27.	523,000.00
28.	527,000.00
29.	531,000.00
30.	535,000.00
31.	539,000.00
32.	543,000.00
33.	547,000.00
34.	551,000.00
35.	555,000.00
36.	559,000.00
37.	564,000.00
38.	568,000.00
39.	572,000.00
40.	574,000.00
<b>Total</b>	<b>20,000,000</b>



**ANNEX "II"**  
**PROJECT DESCRIPTION**

\* The road Project aims to contribute to the economic development of national and local communities in the western region. The Project is part of the Government's program to develop the transport sector in general and the network of the national roads in particular. This will be achieved through the provision of a high efficiency road that will improve the economic activities within the region surrounding and linking the region to the Capital city "Banjul" and the other parts of the country.

\* The Project also aims to improve exchanges between old Jeshwang and Banjul International Airport, passing through Fajara, Kotu, Kololi, Bijilo, Brusubi, Sukuta and old-Yundum districts, which is the Sting Corner-Banjul International Airport Junctionhighway, also called Bertil Harding Highway. It aims in addition, to the Government infrastructure improvements for preparation of hosting the Islamic Summit, April 2022.

The road is 22 km long, starting from the old Jeshwang area, at the intersection with Sting Corner Road just after the new bridge leading to the Banjul-Serrekunda Highway. Part of it runs along the ocean and intersects with Bakau Road, ending at 22 km at the intersection with the Brikama Highway, in front of Banjul International Airport, 4,500 meters from its entrance. This road reduces north-south traffic, which is mainly provided by the Banjul-Serrekunda Highway, which continues through the Brikama Highway. The current road width is about 10 meters and the paving layers are made up of gravel covered with abituminous concrete surfacelayer of 5 cm thick.

The areas within the road corridor have an intensive urban population that is largely within a radius of 10 to 15 kilometer, with commercial, touristic, and slight industrial activities. Frequent traffic jams cause pollution and affect the life quality of neighbor people.

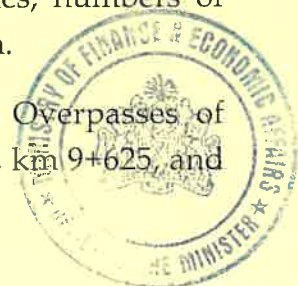




The project entails widening of the existing road, and comprises the following components: -

- a) Civil Works and Ancillaries: Include the preparation of detailed engineering design, the implementation of the widening of the existing road for the construction of 22 kms length and 42 m width of 2-Carriageways, distributed as follows: each of 7.0 meters width main line, plus 3.00 m width separator medians from both sides, 10m central reserve width, and 4.0 m width service roads from both sides, and outer 1.50 meter closed drainage channel + 0.50 m verge from both sides; as well as improvement of the horizontal and vertical design criteria of the road alignment to suit design speeds of 40-80 km/hour, with the implementation of storm drainage facilities and 3 bridges on 3 interchanges, provision of road safety equipment, provision of communications infrastructure and street lighting, in addition to utilities diversion and environmental and social mitigation measures including the following:

- Site Preparation (Preliminaries): including site preparation, the management, technical, residential buildings, and equipment maintenance warehouse for the contractor, and drilling and processing of a number of underground wells, and utilities diversion.
- Site cleaning: includes cleaning the roadway from trees, obstacles and existing facilities.
- Earthworks: Includes filling, cutting, borrow cuts, opening of corridors to divert traffic and providing safety measures.
- Construction of Base layers: Construction of the 15 cms base layer of crushed stone, the sub-base layer with a thickness of 20 cms of gravel material, and a sub-grade layer with a thickness of 35 cms of gravel concrete material,
- Pavement Works: covering the whole road length with a 5 cms pavement layer on carriageways.
- Drainage Works: including construction of side ditches, numbers of box and pipe culverts and road embankment protection.
- Structures: including a construction of three (3) new Overpasses of 480m length each, at 3-intersection locations, km 2+600, km 9+625, and km 18+475.



- Ancillary Works: including road side protection, road signs, pavement marking, median construction, street lighting, telecommunication infrastructure, as well as environmental and social mitigations measures.
- b) Consultancy Services: for reviewing detailed engineering studies for the entire length of the road, and supervising the implementation of the work, including the preparation of mid-term and the completion of the project reports.
- c) Land Acquisition: It includes compensation for the ownership of the owners of the lands and establishments that will be removed from the right of way.
- d) PIU Support: including the supply of two double cabin Pick-up vehicles, four computers with accessories, 1-photocopier, and office furniture PIU's top-up salaries for ranges up to 30 months.
- e) The Project Launch Workshop: It include undertaking a workshop in "Banjul" before the start of implementation of the Project, overseen by BADEA's experts, in order to enlighten all the participants in the Project with BADEA's rules and procedures necessary to understand, meet, and ensure the implementation of the Project in the best way, and it will include a review, explore, and detailed explanation of the following topics:
- The Project cycle, objectives and logical framework,
  - Detailed description of the components of the Project and cost estimates of its components,
  - Details of the financing plan and the commitment of Financiers and the Government,
  - Rules and procedures for the procurement of goods and services,
  - Withdrawal procedures from the Loan,
  - Review the detailed program for the implementation of the components of the Project, and identify the responsibilities of the participants.
- f) Financial Audit of the Project



### Civil Works and Ancillaries (CW) Break-Down Cost

(IN US DOLLARS)

COMPONENT	FOREIGN Currency	LOCAL Currency	TOTAL Cost	% Of FOREIGN Portion
Civil Works and Ancillaries				
Site Preparation (Preliminaries)	7,820,000	-	7,820,000	-
Earthworks	8,400,000	-	8,400,000	-
Base and Sub-base layers	11,500,000	-	11,500,000	-
Pavement Works	10,470,000	-	10,470,000	-
Drainage Works	8,720,000	-	8,720,000	-
Structures (Overpasses)	8,100,000	-	8,100,000	-
Erosion Control	170,000	-	170,000	-
Road Furniture	9,240,000	-	9,240,000	-
Safety & Environmental Management	580,000	-	580,000	-
Telecommunication Infrastructure	1,500,000	-	1,500,000	-
<b>Total Cost</b>	<b>66,500,000</b>	<b>-</b>	<b>66,500,000</b>	<b>100%</b>

### PIU Support Break-Down Cost

Component	Period (month)	Amount/month (USD)	Total Cost (USD)
<b><u>Top-up of Salaries</u></b>			
Project Coordinator (PC) (1)	30	350	10,500
Project Engineer (2)	2x24	250	12,000
Accountant (1)	18	250	4,500
Roadworks technicians (2)	2x24	150	7,200
Secretary (1)	24	100	2,400
Driver (2)	2x24	100	4,800
<b>Sub-total (A)</b>			<b>41,400</b>
<b><u>Other Expenses</u></b>			
Computers and Accessories	4	1,000	4,000
Photocopier	1	3,000	3,000
Pick-up Vehicle	2	40,000	80,000
Office Furniture	1	6,600	6,600
<b>Sub-total (B)</b>			<b>93,600</b>
<b>Total (A+B)</b>			<b>135,000</b>



**Distribution of The Top-up Salary for each of the PIU**  
**According to completion of the implementation of the project stages**

	Stage	Percentage of the Total Amount (%)	Accumulated Percentage (%)
1	Advance Payment	10	10
2	After contracting with the Consultant	5	15
3	After contracting with the contractor	10	25
4	After completion of 30% of the original civil works contract	20	45
5	After completion of 65% of the original civil works contract	25	70
6	After completion of 100% of the original civil works contract, and submission of the substantial Acceptance Certificate	25	95
7	After completion of the Liability Period, and submission of the Final Acceptance Certificate	5%	100%

The physical execution of the project is expected to commence by June 2021, for a period of 14 months for phase 1 and 10 months for phase 2, and be completed by June 2023.





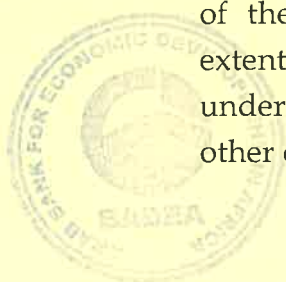


**ANNEX "A"**  
**GOODS SERVICES TO BE FINANCED AND**  
**ALLOCATION OF PROCEEDS OF BADEA LOAN**

1. The following table shows the goods and services to be financed out of the proceeds of the loan amount allocated to each category:

Category	Amount Allocated (Expressed in US \$)	% of Expenditure of Total Cost to be Financed
[1] Civil Engineering Works & Ancillaries	17 000 000	25,56%
[2] Consultancy Services	1 250 000	50%
[3] PIU Support	135 000	100%
[4] Project Launch Workshop	50 000	100%
[5] Financial Audit of the Project	50 000	100%
[6] Unallocated	1 515 000	
<b>TOTAL</b>	<b>20 000 000</b>	

2. Unless otherwise agreed by BADEA, the financed percentage of the above-mentioned categories shall not exceed the percentage shown opposite each of those categories.
3. BADEA may, by notice to the Borrower (i) reallocate any amount from category [6] (Unallocated) to any other of the categories [1] to [5] to the extent that such amount is required to meet expenditures under such other category; and (ii) reallocate any amount from any of the categories [1] to [5] to any of the categories [1] to [5] to the extent that such amount is no longer required to meet expenditures under such category but is required to meet expenditures under that other category.



**ANNEX "B"**  
**PROCUREMENT OF GOODS AND SERVICES**

A) Unless otherwise agreed by BADEA, procurement of goods and services shall be carried out as follows:

1. Civil works and ancillaries: through international tender with a margin of 10% preference for Arab, African and Arab/African joint companies, in accordance with the procedures of BADEA, Kuwait Fund, OFID and Abu Dhabi Fund and in coordination with the Government, in order to prepare the detailed designs simultaneously with the launch of the work execution according to Design and Build contract (turn-key contract)
2. Consultancy Services: through a short-list of Arab, African, or Arab-African associated firms, according to the BADEA & Kuwait Fund's procedures, and in coordination with the Government to review and approve the detail designs and supervise the implementation of the works.
3. Support to PIU (Logistics): including the supply of Vehicles, Computers, and Office Furniture through a competitive bidding between the local suppliers, in accordance with BADEA's procedures and in coordination with the Government.

The Project Launch Workshop: through competitive bidding restricted to a short-list of local firms who are specialist in the workshop set-up, in accordance with the procedures of BADEA and in coordination with the Government.



4. The Financial Audit of the Project: through competitive bidding among reputable local audit firms in accordance with BADEA's procedures and in coordination with the Gouvernement.
- B) The Borrower shall submit for BADEA's prior approval all proposed contracts and orders for items to be procured out of the proceeds of the Loan.
- C) The Borrower shall furnish to BADEA with copies of the bidding documents and shall make such modifications in the said documents as may be requested by BADEA, for BADEA's review and approval. After receipt and evaluation of the bids, a detailed report on the evaluation and comparison of the bids received, together with the recommendation for award, shall be presented to BADEA for approval.

