

2012 / 19

الحمد لله وحده  
قصر الحكومة بالقصبة  
تونس في 09 ماي 2012



1/ 2340

من رئيس الحكومة

إلى

السيد رئيس المجلس الوطني التأسيسي

قصر بارود

2012 / 19
المجلس الوطني التأسيسي الواردات
13 ماي 2012
رمز الإدارة...../عدد

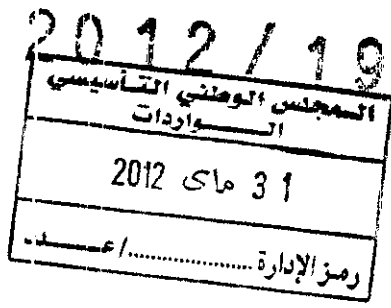
وبعد، فعملاً بأحكام الفصل 4 من القانون التأسيسي عدد 6 لسنة 2011 المؤرخ في 16 ديسمبر 2011 المتعلق بالتنظيم المؤقت للسلط العمومية يصلكم طي هذا مشروع قانون أساسي يتعلق بالمصادقة على تبادل رسائل بين حكومة الجمهورية التونسية وحكومة اليابان في تاريخ 25 جانفي 2012 ورسالتني ضمان في تاريخ 25 أفريل 2012 بشأن القرضين المبرمين من جهة بين شركة تونس للطرق السيارة والوكالة اليابانية للتعاون الدولي وبين الشركة الوطنية لاستغلال وتوزيع المياه والوكالة المذكورة من جهة أخرى.

فالرجاء منكم التفضل بعرضه على المجلس الوطني التأسيسي مع استعجال النظر فيه.

رئيس الحكومة

مهاوي الجبالي

المستعجل  
[Signature]



مشروع قانون أساسي

2012 / 19

يتعلق بالمصادقة على تبادل رسائل بين حكومة الجمهورية التونسية وحكومة اليابان في تاريخ 25 جانفي 2012 ورسالتين ضمان في تاريخ 25 أفريل 2012 بشأن القرضين المبرمين من جهة بين شركة تونس للطرق السيارة والوكالة اليابانية للتعاون الدولي وبين الشركة الوطنية لاستغلال وتوزيع المياه والوكالة المذكورة من جهة أخرى

#### فصل وحيد :

تمت المصادقة على تبادل الرسائل الملحق بهذا القانون والمبرم في 25 جانفي 2012 بين حكومة الجمهورية التونسية وحكومة اليابان ورسالتين الضمان المبرمتين في تاريخ 25 أفريل 2012 الملحقتين بهذا القانون والمتعلقتين بالقرض المسند لشركة تونس للطرق السيارة والوكالة اليابانية للتعاون الدولي والبالغ خمسة عشر مليون وأربعة وثمانين ألف يان (15,084,000,000) للمساهمة في إنجاز مشروع الطريق السيارة 1-قابس - مدنين من جهة، وبالقرض المسند للشركة الوطنية لاستغلال وتوزيع المياه من الوكالة اليابانية للتعاون الدولي والبالغ ست ملايين وأربعة وتسعين ألف يان (6,094,000,000) للمساهمة في تمويل مشروع تحسين تزويد المراكز الحضرية بالماء الصالح للشرب من جهة ثانية.

2012 / 19

المجلس الوطني التأسيسي الأغلبية
31 ماي 2012
رمز الإدارة: ..... / عدد

مشروع الطريق السيارة 1  
جزء: قابس - مدين

مذكرة شرح أسباب

2012 / 19

### 1 - تقديم المشروع

في إطار تنفيذ برنامج الطريق السيارة المغربية من تونس إلى الحدود الليبية مرورا بولاية بن عروس و ولاية نابل و ولاية سوسة و ولاية المنستير و ولاية المهدية و ولاية صفاقس و ولاية قابس و ولاية مدين، تعتزم شركة تونس للطرق السيارة إعلان طلب عروض دولي لإنجاز أشغال الجزء الواقع بين قابس و مدين بطول 84.320 كم من مجمل 176.520 كم من الطريق السيارة 1 من قابس إلى رأس الجدير مرورا بمدين مع مضاعفة الطريق الوطنية عدد 1 على طول 12 كم إلى الحدود الليبية.

- تقدر الكلفة الأولية لمشروع بناء الطريق السيارة قابس - رأس الجدير بحوالي 454.78 مليون أورو (باعتبار الفوائد البيانية) وسيتم تمويله كما يلي :
- عن طريق قرض من الوكالة اليابانية للتعاون الدولي (JICA) بقيمة 136.47 مليون أورو للمساهمة في بناء الجزء الممتد من قابس إلى مدين.
- عن طريق قرض من البنك الإفريقي للتنمية (BAD) بقيمة 137.34 مليون أورو للمساهمة في بناء الجزء الممتد من مدين إلى رأس الجدير،
- و مساهمة الدولة بـ 180.97 مليون أورو وذلك بالتفريع في رأس مال شركة تونس للطرق السيارة.

تعتبر البنية الأساسية قوام الحركة الاقتصادية ومحورها. هذا ما جعل منها مصدر اهتمام كل البلدان التي ترنو إلى النمو والازدهار و من بينها تونس و يندرج بناء الطرقات السيارة خاصة ضمن الحرص على تركيز بنية أساسية متطورة تستجيب إلى متطلبات الجولان وراحة وسلامة مستعملي الطريق. أما البرامج المسطر للطرق السيارة و الذي يرمي إلى أن تربط شمال البلاد بجنوبها عبر الطرقات السيارة هو كما يلي:

◀ الطريق السيارة 1 من تونس إلى الحدود الليبية مرورا بولاية بن عروس و ولاية نابل و ولاية سوسة و ولاية المنستير و ولاية المهدية و ولاية صفاقس و ولاية قابس و ولاية مدين.

٣٠ الطريق السيارة 2 من تونس إلى الحدود الجزائرية من الجهة الجنوبية الغربية للبلاد التونسية مروراً بولاية القبرون و ولاية سيدي بوزيد و ولاية القصيرين و ولاية قفصة.

٣١ الطريق السيارة 3 من تونس إلى الحدود الجزائرية من الجهة الشمالية الغربية للبلاد التونسية مروراً بولاية منوبة و ولاية باجة و ولاية جندوبة.

٣٢ الطريق السيارة 4 من تونس إلى بنزرت.

و تنفيذ قسط كبير من هذه البرامج كان له انعكاس كبير على الدورة الاقتصادية اعتماداً على تبسيط سبل النقل وتقصير المسافات ورياح الوقت. هذا ما مكنته الطريق السيارة الأولى الرابطة بين العاصمة و صفاقس وكذلك التي تربط بين العاصمة وبنزرت وبين العاصمة و وادي الزرقاء وفي المستقبل الغير البعيد الطريق السيارة الرابطة بين صفاقس و قابس و مواصلة تنفيذ هذا البرنامج تم انطلاق أشغال الطريق السيارة وادي الزرقاء - بوسالم و الإعلان عن طلب العروض في جويلية 2012 لانجاز الجزأين قابس - مدينين موضوع المذكرة و مدينين - رأس الجدير و إضفاء مزيد من الحركية الاقتصادية على المدى القريب ثر انجاز الإشغال و على المدى البعيد اثر استغلال شبكة الطرقات السيارة و خاصة في ربط بين مختلف المدن من ناحية و الحدود مع البلدان المجاورة من ناحية أخرى.

#### 1.1. مسلك الطريق السيارة

يبلغ طول الطريق السيارة (جزء قابس - مدينين) 84.320 كم وينطلق لمشروع من محول قابس الشمالية على الطريق السيارة 1 صفاقس - قابس الذي يقع على الترابط مع الطريق الوطنية عدد 16 و يبعد مسار الطريق السيارة حوالي 8 كم على طول مدينة قابس من الجهة الجنوبية الغربية و يمتد بالتوازي مع الطريق الوطنية عدد 1 على مسافة تبعد حوالي 7 كم ليتقاطع مع الطريق الجهوية عدد 107 على مستوى محول قابس الجنوبية ثم يواصل إلى محول جربة أين يتقاطع مع الطريق الوطنية عدد 1 على مستوى جنوب مدينة مارت ثم يمتد المسار ليتقاطع مع الطريق الجهوية عدد 108 وينتهي على مستوى محول جرجيس مع الطريق الوطنية عدد 1.

تم تجربة تنفيذ الأشغال إلى أربعة أقساط كما يلي:

- القسط الأول: من قابس إلى كتانة بطول 21 كم،

- القسط الثاني: من كتانة إلى مارت بطول 21 كم،

- القسط الثالث: من مارت إلى كوتين بطول 21 كم،

- القسط الرابع: من كوتين إلى مدينين بطول 21.320 كم.

وتم اعتماد هذا التقسيم لأهمية أشغال التتريب على كامل المشروع من حيث الكمية التي سيتم انجازها و من حيث صعوبة الانجاز.

يتكون المقطع العرضي للطريق السيارة من العناصر التالية:

- قارعتين بعرض 7 أمتار كل واحدة،
- رواقين للوقوف المستعجل بعرض 3 أمتار لكل رواق،
- أرض وسطى تفصل القارعتين بعرض 12 متر وتحتوي على حاشية يسارية بعرض 1 متر من كل جهة.

كما يتكون جسم الطريق من الطبقات التالية:

- طبقة تحت الأساس من الحصى المكسرة بسمك 25 صم،
- طبقة الأساس من الحصى المكسر والمبللة بسمك 20 صم،
- طبقة القاعدة من الحصى الإسفلتية (Grave bitume) بسمك 15 صم،
- طبقة الجولان من الخرسانة الإسفلتية (Béton bitumineux) بسمك 6 صم.

يحتوي المشروع على أربع محولات تضمن ربط الطريق السيارة بالمدن والطرق المجاورة لها وهي:  
محول قابس الوسطى – محول قابس الجنوبية – محول جربة و محول جرجيس.

## 2.1. أهمية بعض الأشغال

### 1.2.1. أشغال التتريب

تشمل أشغال التتريب خاصة :عمال الحفر والردم وقد تم حصر الكميات التالية :

تعيين	الوحدة	القسط 1	القسط 2	القسط 3	القسط 4
الردم	م <sup>3</sup>	2.100.000	1.650.000	2.200.000	2.460.000
الحفر	م <sup>3</sup>	900.000	650.000	800.000	500.000

### 2.2.1. المنشآت الفنية والمائية

يحتوي المشروع على بناء 36 منشأة فنية تضمن ربط الطريق السيارة بالطرق المجاورة لها أي بمعدل منشأة كل 2 كم.

كما يحتوي المشروع على بناء 92 منشأة مائية من النوع البسيط أو متعدد الفتحات و بناء 13 جسر كبير على أودية

## مشروع تحسين تزويد المراكز الحضرية بالماء الصالح للشرب

### شرح الأسباب

#### 1. مقدمة:

شهدت بعض المناطق الحضرية بالجمهورية التونسية منذ سنة 2009 بعض الصعوبات في التزويد بالماء الصالح للشرب خاصة في فترات الذروة الصيفية، ناتجة خاصة عن النقص في بعض الموارد المائية أو عن قدرة البنية التحتية الحالية على مواجهة الطلب المتزايد.

لذلك قامت الشركة بإدراج مشاريع تدعيم البنية التحتية لتزويد بالماء الصالح للشرب لفائدة العديد من المناطق الحضرية ضمن برامجها المستقبلية المتأكدة.

وبهدف تمويل هذا البرنامج كانت قد انطلقت المفاوضات مع الوكالة اليابانية للتعاون الدولي منذ سنة 2009 لتعديد الشروط اللازمة لإسناد قرض لفائدة الشركة الوطنية لاستغلال وتوزيع المياه.

تبعاً لذلك أبرمت الشركة مع الوكالة اليابانية للتعاون الدولي في 17 فيفري 2012 اتفاق قرض للمساهمة في تمويل مشروع تزويد المراكز الحضرية بالماء الصالح للشرب بمبلغ قدره 6094 مليون ياباني أي ما يعادل حوالي 100 مليون دينار تونسي. وعملاً بالأجراءات الجاري بها قامت الدولة التونسية بإمضاء الضمان الخاص بهذا القرض.

#### 2. أهداف المشروع:

يهدف المشروع إلى تفادي النقص المتوقع في تزويد المراكز الحضرية بالماء الصالح للشرب وضمان تغطية حاجياتها من الماء الصالح للشرب لغاية 2030 وذلك بتحسين نجاعة المنشآت المائية للتزود بالماء الصالح للشرب في عدد المدن بالشمال والوسط والجنوب عبر الترفيع في قدرة الإنتاج والجلب والخزن والتوزيع.

ويشمل برنامج القرض تمويل 32 مشروعاً موزعة على 19 ولاية تشهد تزايد الطلبات على الماء الصالح للشرب نتيجة الكثافة السكانية وتزايد الأنشطة الاقتصادية. وسينتفع من هذه المشاريع حوالي 2,7 مليون ساكن.

### 3. مكونات المشروع:

يشتمل مشروع تزويد المراكز الحضرية بالماء الصالح للشرب على:

- اقتناء ووضع 90 كلم من القنوات قطر 300 إلى 1000 ملم،
- إنجاز 34 خزان سعة من 50 م<sup>3</sup> إلى 5000 م<sup>3</sup>،
- إنجاز محطة لمعالجة المياه بإزالة الحديد بطاقة 6000 م<sup>3</sup>/اليوم،
- إنجاز 6 آبار عميقة،
- بناء وتجهيز وكهربة 27 محطة ضخ،
- اقتناء سكور ولوازم مائية،
- اقتناء 40000 عداد ماء،
- اقتناء أراضي لتركيز المنشآت المائية،
- اقتناء وسائل نقل.

### 4. كلفة وتمويل المشروع:

تقدرت كلفة هذا المشروع الذي سيتم إنجازه على مدى ست سنوات بداية من سنة 2012 بمبلغ 135 مليون دينار. تساهم الوكالة اليابانية للتعاون الدولي (JICA) في التمويل بقرض قيمته 6094 مليون يان (100 مليون دينار) أي بنسبة 75 % من كلفة المشروع. وتتحمل الشركة النسبة المتبقية التي تمثل أساسا الأداءات والمعاليم الجبركية وكلفة اقتناء الأراضي لتركيز المنشآت المائية والقنوات.

### 5. الشروط المالية للقرض:

- سعر الفائدة : 0,95 % (ثابت).
- مدة السداد : 20 سنة منها 6 سنوات مدة إسهال.
- عمولة تعهد : 0,10 %.

تجدون في هذا مشروع القانون الخاص بضمان الدولة لهذا القرض المسند من الوكالة اليابانية للتعاون الدولي إلى الشركة الوطنية لاستغلال وتوزيع المياه.

Tunis, January 25, 2012

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Republic of Tunisia concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Tunisia:

1. A loan in Japanese yen up to the amount of twenty-one billion one hundred and seventy-eight million yen (¥21,178,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to Société Tunisie Autoroutes and Société Nationale d'Exploitation et de Distribution des Eaux (hereinafter referred to as "the Borrowers") enumerated in Column 2 of the Annex attached hereto (hereinafter referred to as "the Annex") by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the projects enumerated in Column 1 of the Annex according to the allocation for each project as specified in Column 3 of the Annex.

2. (1) The Loan will be made available by loan agreements to be concluded between the Borrowers and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreements, within the scope of the present understanding, which will contain, inter alia, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 4, 5, and 6 of the Annex.

(2) Each of the loan agreements mentioned in subparagraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the projects enumerated in Column 1 of the Annex to which such loan agreements relate.

(3) The respective disbursement periods enumerated in Column 6 of the Annex may be extended with the consent of the authorities concerned of the two Governments.



3. The repayment of principal of the Loan extended to the Borrowers, as well as the payment of interest and any other charges thereon, shall be guaranteed by the Government of the Republic of Tunisia.

4 (1) The Loan will be made available to cover payments to be made by the Borrowers to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the projects enumerated in Column 1 of the Annex, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the projects enumerated in Column 1 of the Annex.

5. The Government of the Republic of Tunisia shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 4. be procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

6. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Republic of Tunisia shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

7. Japanese nationals whose services may be required in the Republic of Tunisia in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 4. shall be accorded such facilities as may be necessary for their entry into the Republic of Tunisia and stay therein for the performance of their work.

8. The Government of the Republic of Tunisia shall exempt:

(a) JICA from all fiscal levies and taxes imposed in the Republic of Tunisia on and/or in connection with the Loan as well as interest accruing therefrom;

(b) Japanese companies operating as suppliers, contractors and/or consultants from all fiscal levies and taxes imposed in the Republic of Tunisia with respect to the income accruing from the supply of products and/or services to be provided under the Loan;

(c) Japanese companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in the Republic of Tunisia with respect to the import and re-export of their own materials and equipment needed for the implementation of the projects enumerated in Column 1 of the Annex; and

(d) Japanese employees engaged in the implementation of the projects enumerated in Column 1 of the Annex from all fiscal levies and taxes imposed in the Republic of Tunisia on their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the projects enumerated in Column 1 of the Annex.

9. The Government of the Republic of Tunisia shall take necessary measures to:

(a) ensure that the Loan be used properly and exclusively for the projects enumerated in Column 1 of the Annex;

(b) ensure and maintain the safety of persons engaged in the implementation of the projects enumerated in Column 1 of the Annex and of the general public of the Republic of Tunisia in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.

10. The Government of the Republic of Tunisia shall, upon request, furnish the Government of Japan and JICA with:

(a) information and data concerning the progress of the implementation of the projects enumerated in Column 1 of the Annex; and

(b) any other information related to the projects enumerated in Column 1 of the Annex.

11. The two Governments shall consult with each other with respect to any matter that may arise from or in connection with the present understanding.

12. The Annex shall form an integral part of the present Note.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of Tunisia the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration."

I have further the honour to confirm on behalf of the Government of the Republic of Tunisia the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Hédi BEN ABBES

Secretary of State  
to the Minister of Foreign Affairs  
in charge of America and Asia  
of the Republic of Tunisia



Toshiyuki TAGA

Extraordinary and  
Plenipotentiary  
Ambassador of Japan  
to the Republic of Tunisia

Annex

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Project	Borrower	Maximum amount	Rate of interest	Repayment period	Disbursement period (after the effective date of the loan agreement)
1. Gabes-Medenine Trans-Maghrebin Corridor Construction Project	Société Tunisie Autoroutes	15,084 million Yen	0.95%	fourteen (14) years after the grace period of six (6) years	eight (8) years
			0.01%		
			The part concerning payments to consultants		
2. Local Cities Water Supply Network Improvement Project	Société Nationale d'Exploitation et de Distribution des Eaux	6,094 million Yen	0.95%	fourteen (14) years after the grace period of six (6) years	eight (8) years

Total amount: 21,178 million Yen

Tunis, January 25, 2012

Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Republic of Tunisia concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Tunisia:

1. A loan in Japanese yen up to the amount of twenty-one billion one hundred and seventy-eight million yen (¥21,178,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to Société Tunisie Autoroutes and Société Nationale d'Exploitation et de Distribution des Eaux (hereinafter referred to as "the Borrowers") enumerated in Column 2 of the Annex attached hereto (hereinafter referred to as "the Annex") by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the projects enumerated in Column 1 of the Annex according to the allocation for each project as specified in Column 3 of the Annex.

2. (1) The Loan will be made available by loan agreements to be concluded between the Borrowers and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreements, within the scope of the present understanding, which will contain, inter alia, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 4, 5, and 6 of the Annex.

(2) Each of the loan agreements mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the projects enumerated in Column 1 of the Annex to which such loan agreements relate.

(3) The respective disbursement periods enumerated in Column 6 of the Annex may be extended with the consent of the authorities concerned of the two Governments.

3. The repayment of principal of the Loan extended to the Borrowers, as well as the payment of interest and any other charges thereon, shall be guaranteed by the Government of the Republic of Tunisia.

4. (1) The Loan will be made available to cover payments to be made by the Borrowers to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the projects enumerated in Column 1 of the Annex, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the projects enumerated in Column 1 of the Annex.

5. The Government of the Republic of Tunisia shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 4. be procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

6. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Republic of Tunisia shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

7. Japanese nationals whose services may be required in the Republic of Tunisia in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 4. shall be accorded such facilities as may be necessary for their entry into the Republic of Tunisia and stay therein for the performance of their work.

8. The Government of the Republic of Tunisia shall exempt:

(a) JICA from all fiscal levies and taxes imposed in the Republic of Tunisia on and/or in connection with the Loan as well as interest accruing therefrom;

(b) Japanese companies operating as suppliers, contractors and/or consultants from all fiscal levies and taxes imposed in the Republic of Tunisia with respect to the income accruing from the supply of products and/or services to be provided under the Loan;

(c) Japanese companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in the Republic of Tunisia with respect to the import and re-export of their own materials and equipment needed for the implementation of the projects enumerated in Column 1 of the Annex; and

(d) Japanese employees engaged in the implementation of the projects enumerated in Column 1 of the Annex from all fiscal levies and taxes imposed in the Republic of Tunisia on their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the projects enumerated in Column 1 of the Annex.

9. The Government of the Republic of Tunisia shall take necessary measures to:

(a) ensure that the Loan be used properly and exclusively for the projects enumerated in Column 1 of the Annex;

(b) ensure and maintain the safety of persons engaged in the implementation of the projects enumerated in Column 1 of the Annex and of the general public of the Republic of Tunisia in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.

10. The Government of the Republic of Tunisia shall, upon request, furnish the Government of Japan and JICA with:

(a) information and data concerning the progress of the implementation of the projects enumerated in Column 1 of the Annex; and

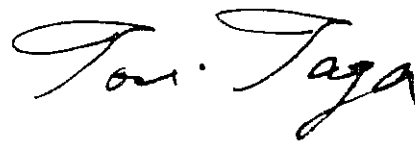
(b) any other information related to the projects enumerated in Column 1 of the Annex.

11. The two Governments shall consult with each other with respect to any matter that may arise from or in connection with the present understanding.

12. The Annex shall form an integral part of the present Note.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of Tunisia the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.



Toshiyuki TAGA

Extraordinary and  
Plenipotentiary  
Ambassador of Japan  
to the Republic of Tunisia

Hédi BEN ABBES

Secretary of State  
to the Minister of Foreign Affairs  
in charge of America and Asia  
of the Republic of Tunisia



Annex

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Project	Borrower	Maximum amount	Rate of interest	Repayment period	Disbursement period (after the effective date of the loan agreement)
1. Gabes-Medenine Trans-Maghreb Corridor Construction Project	Société Tunisie Autoroutes	15,084 million Yen	0.95%	fourteen (14) years after the grace period of six (6) years	eight (8) years
			0.01%		
		The part concerning payments to consultants			
2. Local Cities Water Supply Network Improvement Project	Société Nationale d'Exploitation et de Distribution des Eaux	6,094 million Yen	0.95%	fourteen (14) years after the grace period of six (6) years	eight (8) years

Loan Agreement No. TS-P36

LOAN AGREEMENT

For

LOCAL CITIES WATER SUPPLY NETWORK IMPROVEMENT  
PROJECT

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

SOCIETE NATIONALE D'EXPLOITATION  
ET DE DISTRIBUTION DES EAUX

Dated February 17, 2012

## Table of Contents

### Article I      Loan

Section 1.      Amount and Purpose of Loan

Section 2.      Use of Proceeds of Loan

### Article II      Repayment, Interest and Commitment Charge

Section 1.      Repayment of Principal

Section 2.      Interest and Method of Payment thereof

Section 3.      Commitment Charge and Method of Payment thereof

Section 4.      Insufficient Payment

### Article III      Particular Covenants

Section 1.      General Terms and Conditions

Section 2.      Guarantee for Loan

Section 3.      Procurement Procedure

Section 4.      Disbursement Procedure

Section 5.      Administration of Loan

Section 6.      Notices and Requests

Schedule 1      Description of Project

Schedule 2      Allocation of Proceeds of Loan

Schedule 3      Amortization Schedule

Schedule 4      Procurement Procedure

Schedule 5      Special Account Procedure

Loan Agreement No. TS-P36, dated February 17, 2012, between the JAPAN INTERNATIONAL COOPERATION AGENCY and SOCIETE NATIONALE D'EXPLOITATION ET DE DISTRIBUTION DES EAUX

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF TUNISIA dated January 25, 2012 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of THE REPUBLIC OF TUNISIA.

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and SOCIETE NATIONALE D'EXPLOITATION ET DE DISTRIBUTION DES EAUX (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

## Article I

### Loan

#### Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding SIX BILLION NINETY FOUR MILLION Japanese Yen (¥6,094,000,000) as principal for the implementation of Local Cities Water Supply Network Improvement Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the said limit, JICA shall make no further disbursement.

#### Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the "Supplier(s)") of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the "Eligible Source Country(ies)") in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the effective date of the Loan Agreement to the same day and month EIGHT (8) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in sub-section (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

## Article II

### Repayment, Interest and Commitment Charge

#### Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

#### Section 2. Interest and Method of Payment thereof

- (1) The Borrower shall pay interest to JICA semi-annually at the rate of ninety-five-hundredths percent (0.95%) per annum on the principal disbursed and outstanding.
- (2) The Borrower shall pay to JICA, (i) prior to the date of the completion of disbursement of the proceeds of the Loan (hereinafter referred to as the "Completion Date"), on March 20 of each year the interest that has accrued up to February 19 of that year from August 20 of the preceding year, and on September 20 of each year the interest that has accrued up to August 19 from February 20 of that year, and, (ii) after the Completion Date, on February 20 of each year the interest that has accrued up to February 19 of that year from August 20 of preceding year, and on August 20 of each year the interest that has accrued up to August 19 from February 20 of that year.
- (3) Notwithstanding the above sub-section, when the Completion Date is not earlier than three (3) months from March 20 or September 20, the first interest payment after the Completion Date shall be made on March 20 or September 20, whichever comes first.

Section 3. Commitment Charge and Method of Payment thereof

- (1) The Borrower shall pay commitment charge (hereinafter referred to as the "Commitment Charge") to JICA semi-annually at the rate of one-tenth percent (0.1%) per annum on the total unused balance of the amount which falls under Categories (A), (B) and (C) as set forth in Schedule 2 based on the calculating method as set forth in Section 1. (2) of Article III for the period from one hundred twenty (120) days after the date of signature of the Loan Agreement to the Completion Date; provided, however, if the Completion Date is not a banking business day in Japan, an immediately succeeding banking business day in Japan shall be deemed the Completion Date.
- (2) The Borrower shall pay to JICA, (i) on March 20 of each year the Commitment Charge that has accrued up to February 19 of that year prior to the Completion Date from August 20 of the preceding year, and on September 20 of each year the Commitment Charge that has accrued up to August 19 prior to the Completion Date from February 20 of that year, and (ii) the last payment of the Commitment Charge, either on February 20 or August 20 immediately following the Completion Date whichever comes first, that has accrued up to the Completion Date from either February 20 or August 20 immediately preceding the Completion date whichever comes last.
- (3) Notwithstanding sub-section (2) above the last payment of the Commitment Charge shall be made either on March 20 when the Completion Date falls within the period from December 20 of the preceding year to February 19 of that year, or on September 20 when the Completion Date falls within the period from June 20 to August 19 of that year.
- (4) JICA agrees to lend the Borrower the amount equivalent to the amount of the Commitment Charge, as a whole but not a part, to be calculated and referred to in sub-section (1) above as principal out of the proceeds of the Loan except for the amount equivalent to payment of the Commitment Charge due and payable after the Completion Date, unless otherwise agreed upon between JICA and the Borrower.

#### Section 4. Insufficient Payment

If the amount of any payment made by the Borrower under the Loan Agreement is less than the total amount due and payable, the Borrower agrees that the amount of payment made shall be applied and appropriated in the following order: (i) overdue charge, (ii) the Commitment Charge, (iii) interest and (iv) principal. Notwithstanding the foregoing, JICA may apply and appropriate the amount of payment received to the order decided by itself at its sole discretion.

### Article III

#### Particular Covenants

#### Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated March 2009, (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) Section 3.04. (1) of the General Terms and Conditions shall be read as follows:

Should repayment of principal or payment of interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement be delayed, the interest specified in Section 3.03. of the General Terms and Conditions shall cease to accrue on such overdue amount of principal on and after the due date and an overdue charge calculated at a rate of two percent (2%) per annum over and above the interest rate specified in the Loan Agreement shall be payable on the overdue amount of principal, interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement for a period from the due date to the day immediately preceding day of actual payment thereof, both inclusive.

- (2) Section 3.05. of the General Terms and Conditions shall be read as follows:  
Section 3.05. Computation of Interest, Commitment Charge and Overdue Charge



Interest, the Commitment Charge and overdue charge shall accrue on a day to day basis and be computed on the basis of three hundred and sixty-five (365) days and the actual number of days elapsed.

- (3) With regard to Section 3.06. of the General Terms and Conditions, the Borrower shall have all payments of principal and of interest and other charges on the Loan credited to "JICA-Loan" account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

- (4) The first paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:

When (i) the full amount of Categories (A), (B) and (C) as set forth in Section 1. of Schedule 2 under the Loan Agreement have been disbursed, (ii) the Disbursement Period has expired, or (iii) the Borrower notifies JICA that no further disbursement is required for the Project as set forth in the following paragraph, JICA shall send the Borrower a Notice of Completion of Disbursement (Form No. 3 attached hereto) in duplicate.

- (5) The second paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:

When the cumulative total of disbursements is less than the total amount of Categories (A), (B) and (C) as set forth in Section 1. of Schedule 2 under the Loan Agreement and no further disbursement is required for the Project, the Borrower shall give a written notice to JICA not less than thirty (30) days prior to the requested date of completion of disbursement.

- (6) The following section shall be added to Article V of the General Terms and Conditions:

Section 5.07. Conditions Precedent for Making Disbursement

JICA is not obligated to make disbursement unless all of the conditions set forth in each of the following items are satisfied at the time of making each disbursement. The satisfaction of such conditions shall be determined by JICA.

- (a) The documents set forth in Sections 5.03. and 5.04. of the General Terms and Conditions satisfy the requirements set forth in such sections (and are satisfactory to JICA).

- (b) No order or notice of provisional attachment, preservative attachment, or attachment (including any such procedure taken outside Japan) has been sent out, with respect to any receivables held by the Borrower against JICA.
- (c) No event that triggers the remedies of JICA set forth in Section 6.01. of the General Terms and Conditions has occurred.
- (d) The Borrower has not breached any provision of the Loan Agreement, and there is no threat that such breach may occur on or after the relevant disbursement.

## Section 2. Guarantee for the Loan

The Borrower shall, in accordance with Section 7.02. of the General Terms and Conditions, cause a guarantee for the Loan (hereinafter referred to as the "Guarantee") executed by The Government of the Republic of Tunisia (hereinafter referred to as the "Guarantor") to be given to JICA immediately after the execution of the Loan Agreement.

## Section 3. Procurement Procedure

The guidelines for procurement mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in Procurement Procedure attached hereto as Schedule 4.

## Section 4. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

Special Account Procedure attached hereto as Schedule 5 shall apply for disbursement of the proceeds of the Loan allocated to Category (A) provided in Section 1. of Schedule 2 attached hereto.

Section 5. Administration of Loan

- (1) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.
- (2) The Borrower shall furnish JICA with progress reports for the Project on a quarterly basis (in January, April, July and October of each year) until the Project is completed, in such form and in such detail as JICA may reasonably request.
- (3) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.
- (4) The Borrower shall make sure that ex-post procurement audit be carried out by independent auditors to be employed by JICA in order to ensure fairness and competitiveness of the procurement procedure, in cases where JICA considers such an audit to be necessary.
- (5) The Borrower shall:
  - (a) furnish JICA, as soon as possible, with an engagement letter signed by authorized person of an auditor acceptable to JICA, in which the said auditor agreed to audit the records and accounts related to the applicable expenditures financed out of the proceeds of the Loan and submit to the Borrower a certified copy of the report of such audit;
  - (b) maintain, or cause to be maintained, records and accounts adequate to reflect, in accordance with consistently maintained sound accounting practices, the expenditures financed out of the proceeds of the Loan;
  - (c) have the records and accounts referred to in paragraph (a) above for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by the said auditor;
  - (d) furnish JICA as soon as available, but in any case not later than nine (9) months after the end of each fiscal year, with a certified copy of the report of such audit by the said auditor, of such scope and in such detail as JICA may reasonably request;
  - (e) furnish JICA with such other information concerning said records and accounts, and the audit thereof, as JICA may from time to time

reasonably request;

- (f) retain, until at least five (5) years after the Completion Date, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
  - (g) enable JICA's representatives to examine such records;
  - (h) ensure that such records and accounts are included in the annual audits referred to in paragraph (c) above and that the report of such audit contains a separate opinion by the said auditor as to whether the statements of expenditures submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related disbursement; and
  - (i) in the event that the use of a specified amount of the Loan is not justifiable according to a certified copy of the report of such audit referred to in paragraph (c) above, refund to JICA, upon request of JICA, such unjustifiable amount.
- (6) When the Borrower, in the opinion of JICA, fails to perform its obligations stated in any of the paragraphs of sub-section (5) above, JICA may, by notice to the Borrower, suspend in whole or in part the rights of the Borrower under the Loan Agreement until JICA determines that such failure has been fully remedied. However, this stipulation does not impair JICA's further exercise of the rights stated in Section 6.01 of the General Terms and Conditions.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

JICA TUNISIA OFFICE

5 Place Pasteur 1002 Belvédère 1080 Tunis (2<sup>e</sup> Etage), Tunisia

Attention: Chief Representative

For the Borrower

Postal address:

SOCIETE NATIONALE D'EXPLOITATION ET

DE DISTRIBUTION DES EAUX

2, Avenue Slimen ben Slimen, El Manar II

Tunis, Tunisia

Attention: President Director General

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at the office of the JAPAN INTERNATIONAL COOPERATION AGENCY, Chiyoda-ku, Tokyo, Japan, as of the day and year first above written.

For

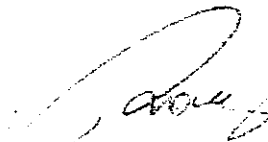
For

JAPAN INTERNATIONAL  
COOPERATION AGENCY

SOCIETE NATIONALE  
D'EXPLOITATION ET DE  
DISTRIBUTION DES EAUX



Sadako OGATA  
President



Elyes KASRI  
Ambassador extraordinary and  
plenipotentiary, Republic of Tunisia

## Schedule 1

### Description of Project

#### Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to increase reliability and enhance the water supply capacity to meet the future demand by upgrading the existing water supply infrastructure in local cities in Tunisia, thereby contributing to improving living conditions of the residents and promoting economic growth.

(2) Location:

Nationwide

(3) Executing Agency:

Société Nationale d'Exploitation et de Distribution des Eaux

(4) Scope of the Work:

- (a) Procurement and Installation of Equipments
- (b) Construction Works

The proceeds of the Loan are available for the above items (a) and (b).

Any balances remaining on the aforementioned items are to be financed by the Borrower.

Section 2. Estimated annual fund requirements are as shown below.

Calendar Year (Jan. – Dec.)	for the Loan (in million Japanese Yen)	for the Project (in million Japanese Yen)
2012	20	76
2013	511	719
2014	1,367	1,831
2015	1,195	1,618
2016	1,432	1,910
2017	1,122	1,528
2018	447	585
Total	6,094	8,267

(Exchange Rate: TND 1= Yen 59.3)

Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's annual budgetary appropriations for JICA.

Section 3. Completion of the Project

The Project is expected to be completed by January 2018.



## Schedule 2

### Allocation of Proceeds of Loan

#### Section 1. Allocation

Category	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A) Equipment and Construction Works	5,570	100%
(B) Interest During Construction	204	—
(C) Contingencies	278	—
(D) Commitment Charge	42	—
Total	6,094	

Note: Items not eligible for financing are as shown below.

- (a) General administration expenses
- (b) Taxes and duties
- (c) Purchase of land and other real property
- (d) Compensation
- (e) Other indirect items

- (1) With regard to disbursement in Category (A), the amount to be disbursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipulated in this section, unless otherwise agreed upon between JICA and the Borrower.

- (2) Category (B) indicates the estimated cost of interest on the principal disbursed and outstanding during construction. JICA shall be entitled to disburse as principal out of the proceeds of the Loan and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of interest during the construction period of the Project. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement. The final date of such disbursement as described above shall be determined by JICA.
- (3) Category (D) indicates the estimated cost of the Commitment Charge. JICA shall be entitled to disburse as principal out of the proceeds of the Loan and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of the Commitment Charge. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

## Section 2. Reallocation upon change in cost estimates

- (1) If the estimated cost of items included in any of Categories (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower to such Category from other Categories except Category (D), subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.
- (2) If the estimated cost of Category (D) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, may be allocated by JICA at the request of the Borrower not less than thirty (30) days prior to the requested date of such reallocation to Category (D) from other Categories. The amount of Category (D) shall not be reallocated to other Categories.
- (3) If the estimated cost of items included in any of Categories (A), (B) and (C) shall decrease, the amount then allocated to, and no longer required for, such Category may be reallocated by JICA at the request of the Borrower not less than thirty (30) days prior to the requested date of such reallocation to

Category (D). The amount of Category (D) shall not be reallocated to other Categories.

### Schedule 3

#### Amortization Schedule

Due Date	Amount (in Japanese Yen)
On February 20, 2018	210,164,000
On each February 20 and August 20 beginning August 20, 2018 through February 20, 2032	210,137,000

## Schedule 4

### Procurement Procedure

#### Section 1. Guidelines to be used for procurement under the Loan

Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated March 2009 (hereinafter referred to as the "Procurement Guidelines").

#### Section 2. Eligible Source Country(ies)

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

#### Section 3. JICA's review of decisions relating to procurement of goods and services

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (A), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to JICA's review and concurrence. For such contracts, the single-stage two-envelope bidding procedure, as provided for in Section 2.03(1) of the Procurement Guidelines, should be adopted.

(1) With regard to any contract the value of which is estimated to be not less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):

(a) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower of its concurrence by

means of a Notice regarding Procurement Method(s).

- (b) When the pre-qualified firms have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, a list of those firms and a report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a Request for Review of Result of Pre-qualification. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Result of Pre-qualification.
- (c) When the single-stage two-envelope bidding procedure is adopted, the Borrower shall, before opening price proposals, submit to JICA, for JICA's review and concurrence, the analysis of technical proposals, together with a Request for Review of Analysis of Technical Proposals. The Borrower shall submit to JICA, for JICA's reference, such relevant documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Technical Proposals.
- (d) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. (When the step stipulated in sub-paragraph (c) above is taken, "Analysis of Bids" shall be read hereafter as "Analysis of Price Proposals.") The Borrower shall submit to JICA, for JICA's reference, such other documents related to the award, such as tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.
- (e) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, it shall inform the Borrower of its concurrence. In the case

of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (a) through (d).

- (f) Promptly after executing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract.
- (g) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of JICA.

- (2) With regard to any contract the value of which is estimated to be not less than ONE BILLION Japanese Yen (¥ 1,000,000,000):

In addition to all the procedures stipulated in (1)(a) through (g) above, the following step shall be taken.

Before advertisement and/or notification of pre-qualification, the Borrower shall submit to JICA, for its review and concurrence the pre-qualification documents, together with a Request for Review of Pre-qualification Documents. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Pre-qualification Documents. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective applicants.

- (3) With regard to any contract the value of which is estimated to be less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):

- (a) Immediately after the confirmation of the conformity of a contract with the provisions of the Loan Agreement, the Borrower shall

submit to JICA a Notice of Contract in Form No.3 attached hereto. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. In case JICA finds the contract not in conformity with the provisions of the Loan Agreement, JICA shall notify the Borrower thereof.

- (b) Any modification or cancellation of a contract notified to JICA shall require the written notice to JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such notice to JICA. In case JICA finds the modification or cancellation of a contract not in conformity with the provisions of the Loan Agreement, JICA shall notify the Borrower thereof.
- (c) JICA reserves the right to request the Borrower to submit documents concerning such procurement for JICA's reference.



Form No. 1

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE  
Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT METHOD(S)

Reference :     Loan Agreement No. TS-P36, dated February 17, 2012, for  
                  Local Cities Water Supply Network Improvement Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review the Procurement Method(s) as per attached sheet.

We should be grateful if you would notify us of your concurrence.

Very truly yours,

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

1. Name of the Project
2. Method(s) of Procurement
  - ( ) Limited International (Local) Bidding
  - ( ) International (Local) Shopping
  - ( ) Direct Contracting
  - ( ) Others ( )
3. Reason for Selection of Method(s) of Procurement in Detail

(For example: technical considerations, economic factors, experiences and capabilities)
4. Name and Nationality of the Supplier

(in the cases of Limited International (Local) Bidding and Direct Contracting)
5. Estimated Contract Amount
  - Foreign Currency
  - Local Currency
6. Main Items Covered by the Contract
7. Type of Contract
  - ( ) Turnkey Contract
  - ( ) Procurement of Goods/Equipment/Materials
  - ( ) Civil Works Contract
  - ( ) Procurement of Services
  - ( ) Others
8. Schedule
  - i) Date of Execution of Contract
  - ii) Shipping Date and/or Date for Commencement of Works/Services
  - iii) Completion Date (for delivery or construction)

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE)

Attention: Chief Representative

Ladies and Gentlemen:

## REQUEST FOR REVIEW OF CONTRACT

Reference: Loan Agreement No. TS-P36, dated February 17, 2012,  
for Local Cities Water Supply Network Improvement Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Supplier: \_\_\_\_\_
3. Address of the Supplier: \_\_\_\_\_
4. Name of the Purchaser: \_\_\_\_\_
5. Contract Price: (excluding TAX) \_\_\_\_\_  
(including TAX) \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_ % of eligible expenditure)
8. Description and Origin of the Goods: \_\_\_\_\_
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours.

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

Date:  
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

NOTICE OF CONTRACT

Reference: Loan Agreement No. TS-P36, dated February 17, 2012, for  
Local Cities Water Supply Network Improvement Project

In accordance with the relevant provisions of the Loan Agreement under reference, we inform you that the Contract has been duly confirmed by us to be in conformity with the Loan Agreement. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Supplier: \_\_\_\_\_
3. Address of the Supplier: \_\_\_\_\_
4. Name of the Purchaser: \_\_\_\_\_
5. Contract Price: (excluding TAX) \_\_\_\_\_  
(including TAX) \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_ % of eligible expenditure)
8. Description and Origin of the Goods: \_\_\_\_\_
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

Very truly yours,

For: \_\_\_\_\_  
(Name of the Executing Agency)

By: \_\_\_\_\_  
(Authorized Signature)

Request for Replenishment

Date:

Loan Agreement No.:

App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE  
Attention: Chief Representative

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. TS-P36, dated February 17, 2012 between the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and SOCIETE NATIONALE D'EXPLOITATION ET DE DISTRIBUTION DES EAUX (hereinafter referred to as the "Borrower"), the undersigned hereby applies for replenishment to the Special Account under the said Loan Agreement, of the sum of ¥ (Say Yen     ) in disbursement of expenditures as described in the attached Statement of Expenditure.
2. As a result of the payments for which replenishment is applied by this Request, the balance remaining in the Special Account is ¥ (Say Yen     ).
3. The undersigned has not previously requested of any amounts from the Loan for the purpose of meeting the expenditures described in the attached Statement of Expenditure. The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned except short-term loans or credits, if any, established in anticipation of the disbursement requested for herein and to be repaid pro tanto with the funds disbursed hereunder and any charges, commission or interest paid or payable under such anticipatory short-term credits are not included in the amount herein requested to be disbursed.
4. The undersigned certifies that:
  - a) the expenditures, hereby sought to be disbursed were made for the purposes specified in the Loan Agreement;
  - b) the said goods and services have been procured in accordance with the applicable procurement procedures agreed with JICA pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;
  - c) the said goods and services were or will be supplied by the supplier(s) specified in the attached Statement of Expenditure and were or will be procured in (or, in the case of services, supplied from) the applicable eligible country(ies) for Japanese ODA Loans.
5. Please credit the amount applied for herein by paying into the non-resident yen account of The Central Bank of Tunisia acting on behalf of the Borrower with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo, from which the Borrower transfers the amount to the Special Account defined in the Loan Agreement No. TS-P36.
6. This request consists of [ ] pages(s) and [ ] signed and numbered Statement of Expenditure.

Very truly yours.

\_\_\_\_\_  
(Name of Borrower)

\_\_\_\_\_  
(Authorized Signature)

Loan Agreement Number: TS 193  
 Category: \_\_\_\_\_  
 Special Account Balance: \_\_\_\_\_  
 Date: \_\_\_\_\_

131025-VCH117

[illegible]

The undersigned certifies that the Supplier(s) and goods and/or services stated above are eligible under the Loan Agreement.

Authorized Signature \_\_\_\_\_

\* **Note for Nature of Payment:** A down payment, an installment payment or the final payment, etc.

**Note for Method of Procurement:** International Competitive Bidding, International Shopping, Direct Contracting, etc.

Note: for Amount of Payment: If not in Japanese Yen, state both the amount in the currency in which the payment was made to the Supplier(s), and its concerned amount(s) calculated in accordance with Section 7. of Schedule 5. Special Account Procedure as well as the conversion rate(s).

Note for Disbursement Ratio: Ratio of Amount Applied for Financing against Amount of Payment in the currency in which the payment is to be made to the Supplier(s) in accordance with Section 1. of Section 7. of Schedule 5, Special Account Procedure as well as the conversion rate(s).

Schedule 2: Allocation of Proceeds of Loan

Loan Agreement No. TS-P35

## LOAN AGREEMENT

For

GABES-MEDENINE TRANS-MAGHREBIN CORRIDOR  
CONSTRUCTION PROJECT

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

SOCIETE TUNISIE AUTOROUTES

Dated February 17, 2012

## Table of Contents

### Article I      Loan

- Section 1.      Amount and Purpose of Loan
- Section 2.      Use of Proceeds of Loan

### Article II      Repayment, Interest and Commitment Charge

- Section 1.      Repayment of Principal
- Section 2.      Interest and Method of Payment thereof
- Section 3.      Commitment Charge and Method of Payment thereof
- Section 4.      Insufficient Payment

### Article III      Particular Covenants

- Section 1.      General Terms and Conditions
- Section 2.      Guarantee for Loan
- Section 3.      Procurement Procedure
- Section 4.      Disbursement Procedure
- Section 5.      Administration of Loan
- Section 6.      Notices and Requests

- Schedule 1      Description of Project
- Schedule 2      Allocation of Proceeds of Loan
- Schedule 3      Amortization Schedule
- Schedule 4      Procurement Procedure
- Schedule 5      Special Account Procedure



Loan Agreement No. TS-P35, dated February 17, 2012, between the JAPAN INTERNATIONAL COOPERATION AGENCY and SOCIETE TUNISIE AUTOROUTES

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF TUNISIA dated January 25, 2012 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of THE REPUBLIC OF TUNISIA.

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and SOCIETE TUNISIE AUTOROUTES (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

## Article I

### Loan

#### Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding FIFTEEN BILLION EIGHTY FOUR MILLION Japanese Yen (¥15,084,000,000) as principal for the implementation of Gabes-Medenine Trans-Maghrebin Corridor Construction Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the said limit, JICA shall make no further disbursement.

#### Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the "Supplier(s)") of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the "Eligible Source Country(ies)") in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the effective date of the Loan Agreement to the same day and month EIGHT (8) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in sub-section (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

## Article II

### Repayment, Interest and Commitment Charge

#### Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

#### Section 2. Interest and Method of Payment thereof

- (1) The Borrower shall pay interest to JICA semi-annually at the rate of ninety-five-hundredths percent (0.95%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as "Principal (I)") and outstanding:
  - (a) Principal disbursed out of the proceeds of the Loan allocated to Categories (A), (C)- i) and (E) (provided for in Section 1. of Schedule 2 attached hereto);
  - (b) Any principal reallocated from Category (D) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to (1) (a) above.
- (2) The Borrower shall pay interest to JICA semi-annually at the rate of one-hundredth percent (0.01%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as "Principal (II)") and outstanding:
  - (a) Principal disbursed out of the proceeds of the Loan allocated to Categories (B) and (C)- ii) (provided for in Section 1. of Schedule 2 attached hereto);
  - (b) Any principal reallocated from Category (D) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to (2) (a) above.
- (3) The Borrower shall pay to JICA, (i) prior to the date of the completion of disbursement of the proceeds of the Loan (hereinafter referred to as the "Completion Date"), on March 20 of each year the interest that has accrued up to February 19 of that year from August 20 of the preceding year, and on September 20 of each year the interest that has accrued up to August 19 from February 20 of that year, and, (ii) after the Completion Date, on February 20 of each year the interest that has accrued up to February 19 of that year from

August 20 of the preceding year, and on August 20 of each year the interest that has accrued up to August 19 from February 20 of that year.

- (4) Notwithstanding the above sub-section, when the Completion Date is not earlier than three (3) months from March 20 or September 20, the first interest payment after the Completion Date shall be made on March 20 or September 20, whichever comes first.

### Section 3. Commitment Charge and Method of Payment thereof

- (1) The Borrower shall pay commitment charge (hereinafter referred to as the "Commitment Charge") to JICA semi-annually at the rate of one-tenth percent (0.1%) per annum on the total unused balance of the amount which falls under Categories (A), (B), (C) and (D) as set forth in Schedule 2 based on the calculating method as set forth in Section 1. (4) of Article III for the period from one hundred twenty (120) days after the date of signature of the Loan Agreement to the Completion Date; provided, however, if the Completion Date is not a banking business day in Japan, an immediately succeeding banking business day in Japan shall be deemed the Completion Date.
- (2) The Borrower shall pay to JICA, (i) on March 20 of each year the Commitment Charge that has accrued up to February 19 of that year prior to the Completion Date from August 20 of the preceding year, and on September 20 of each year the Commitment Charge that has accrued up to August 19 prior to the Completion Date from February 20 of that year, and (ii) the last payment of the Commitment Charge, either on February 20 or August 20 immediately following the Completion Date whichever comes first, that has accrued up to the Completion Date from either February 20 or August 20 immediately preceding the Completion date whichever comes last.
- (3) Notwithstanding sub-section (2) above the last payment of the Commitment Charge shall be made either on March 20 when the Completion Date falls within the period from December 20 of the preceding year to February 19 of that year, or on September 20 when the Completion Date falls within the period from June 20 to August 19 of that year.
- (4) JICA agrees to lend the Borrower the amount equivalent to the amount of the

Commitment Charge, as a whole but not a part, to be calculated and referred to in sub-section (1) above as principal out of the proceeds of the Loan except for the amount equivalent to payment of the Commitment Charge due and payable after the Completion Date, unless otherwise agreed upon between JICA and the Borrower.

#### Section 4. Insufficient Payment

If the amount of any payment made by the Borrower under the Loan Agreement is less than the total amount due and payable, the Borrower agrees that the amount of payment made shall be applied and appropriated in the following order: (i) overdue charge, (ii) the Commitment Charge, (iii) interest and (iv) principal. Notwithstanding the foregoing, JICA may apply and appropriate the amount of payment received to the order decided by itself at its sole discretion.

### Article III

#### Particular Covenants

#### Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated March 2009, (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) The term "principal" wherever mentioned in the General Terms and Conditions shall be replaced by "Principal (I) and Principal (II)".
- (2) Section 3.02. (2) of the General Terms and Conditions shall be read as follows:  
When all disbursements to be made under the Loan Agreement have been completed :
  - (a) if there has been any reallocation between Categories which caused any changes in the amounts of Principal (I) and Principal (II), the amortization schedule attached to the Loan Agreement shall be recalculated and amended

- by JICA based on the amounts of Principal (I) and Principal (II) after such reallocation (hereinafter referred to as the "Recalculated Schedule"); and
- (b) if the cumulative total of all disbursements is less than the full amount of the Loan stipulated therein, the difference between the full amount of the Loan and the cumulative total of all disbursements shall be deducted proportionately from all subsequent installments of repayment of principal, as indicated in the amortization schedule attached to the Loan Agreement, or the Recalculated Schedule, if any reallocation as stipulated in paragraph (a) was made, as applicable, excluding any installments of repayment of principal for which JICA has already issued the notice set forth in Section 3.08. (hereinafter referred to as the "Subsequent Installments");
- (c) provided, however, that all fractions of less than ONE THOUSAND Japanese Yen (¥ 1,000.) of such Subsequent Installments after the calculations in accordance with paragraph(s) (a) and/or (b) above, shall be added to the first installment of the Subsequent Installments.
- (3) Section 3.04. (1) of the General Terms and Conditions shall be read as follows:  
Should repayment of principal or payment of interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement be delayed, the interest specified in Section 3.03. of the General Terms and Conditions shall cease to accrue on such overdue amount of principal on and after the due date and an overdue charge calculated at a rate of two percent (2%) per annum over and above the interest rate specified in the Loan Agreement shall be payable on the overdue amount of principal, interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement for a period from the due date to the day immediately preceding day of actual payment thereof, both inclusive.
- (4) Section 3.05. of the General Terms and Conditions shall be read as follows:  
Section 3.05. Computation of Interest, Commitment Charge and Overdue Charge  
Interest, the Commitment Charge and overdue charge shall accrue on a day to day basis and be computed on the basis of three hundred and sixty-five (365) days and the actual number of days elapsed.
- (5) With regard to Section 3.06. of the General Terms and Conditions, the Borrower shall have all payments of principal and of interest and other charges on the Loan credited to "JICA-Loan" account No. 0207787 with The Bank of

Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

- (6) The first paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:
- When (i) the full amount of Categories (A), (B), (C) and (D) as set forth in Section 1. of Schedule 2 under the Loan Agreement have been disbursed, (ii) the Disbursement Period has expired, or (iii) the Borrower notifies JICA that no further disbursement is required for the Project as set forth in the following paragraph, JICA shall send the Borrower a Notice of Completion of Disbursement (Form No. 3 attached hereto) in duplicate.

- (7) The second paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:
- When the cumulative total of disbursements is less than the total amount of Categories (A), (B), (C) and (D) as set forth in Section 1. of Schedule 2 under the Loan Agreement and no further disbursement is required for the Project, the Borrower shall give a written notice to JICA not less than thirty (30) days prior to the requested date of completion of disbursement.

- (8) The following section shall be added to Article V of the General Terms and Conditions:
- Section 5.07. Conditions Precedent for Making Disbursement

JICA is not obligated to make disbursement unless all of the conditions set forth in each of the following items are satisfied at the time of making each disbursement. The satisfaction of such conditions shall be determined by JICA.

- (a) The documents set forth in Sections 5.03. and 5.04. of the General Terms and Conditions satisfy the requirements set forth in such sections (and are satisfactory to JICA).
- (b) No order or notice of provisional attachment, preservative attachment, or attachment (including any such procedure taken outside Japan) has been sent out, with respect to any receivables held by the Borrower against JICA.
- (c) No event that triggers the remedies of JICA set forth in Section 6.01. of the General Terms and Conditions has occurred.
- (d) The Borrower has not breached any provision of the Loan Agreement, and there is no threat that such breach may occur on or after the relevant disbursement.

## Section 2. Guarantee for the Loan

The Borrower shall, in accordance with Section 7.02. of the General Terms and Conditions, cause a guarantee for the Loan (hereinafter referred to as the "Guarantee") executed by The Government of the Republic of Tunisia (hereinafter referred to as the "Guarantor") to be given to JICA immediately after the execution of the Loan Agreement.

## Section 3. Procurement Procedure

The guidelines for procurement and for the employment of consultants mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in Procurement Procedure attached hereto as Schedule 4.

## Section 4. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

Special Account Procedure attached hereto as Schedule 5 shall apply for disbursement of the proceeds of the Loan allocated to Categories (A) and (B) provided in Section 1. of Schedule 2 attached hereto.

## Section 5. Administration of Loan

- (1) The Borrower shall employ consultants for the implementation of the Project.
- (2) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.
- (3) The Borrower shall furnish JICA with progress reports for the Project on a quarterly basis (in January, April, July and October of each year) until the



Project is completed, in such form and in such detail as JICA may reasonably request.

- (4) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.
- (5) The Borrower shall make sure that ex-post procurement audit be carried out by independent auditors to be employed by JICA in order to ensure fairness and competitiveness of the procurement procedure, in cases where JICA considers such an audit to be necessary.
- (6) The Borrower shall:
  - (a) furnish JICA, as soon as possible, with an engagement letter signed by authorized person of an auditor acceptable to JICA, in which the said auditor agreed to audit the records and accounts related to the applicable expenditures financed out of the proceeds of the Loan and submit to the Borrower a certified copy of the report of such audit;
  - (b) maintain, or cause to be maintained, records and accounts adequate to reflect, in accordance with consistently maintained sound accounting practices, the expenditures financed out of the proceeds of the Loan;
  - (c) have the records and accounts referred to in paragraph (a) above for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by the said auditor;
  - (d) furnish JICA as soon as available, but in any case not later than nine (9) months after the end of each fiscal year, with a certified copy of the report of such audit by the said auditor, of such scope and in such detail as JICA may reasonably request;
  - (e) furnish JICA with such other information concerning said records and accounts, and the audit thereof, as JICA may from time to time reasonably request;
  - (f) retain, until at least five (5) years after the Completion Date, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
  - (g) enable JICA's representatives to examine such records;
  - (h) ensure that such records and accounts are included in the annual audits referred to in paragraph (c) above and that the report of such audit contains a separate opinion by the said auditor as to whether the statements of

expenditures submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related disbursement; and

- (i) in the event that the use of a specified amount of the Loan is not justifiable according to a certified copy of the report of such audit referred to in paragraph (c) above, refund to JICA, upon request of JICA, such unjustifiable amount.
- (7) When the Borrower, in the opinion of JICA, fails to perform its obligations stated in any of the paragraphs of sub-section (6) above, JICA may, by notice to the Borrower, suspend in whole or in part the rights of the Borrower under the Loan Agreement until JICA determines that such failure has been fully remedied. However, this stipulation does not impair JICA's further exercise of the rights stated in Section 6.01 of the General Terms and Conditions.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

JICA TUNISIA OFFICE

5 Place Pasteur 1002 Belvédère 1080 Tunis (2<sup>e</sup> Etage), Tunisia

Attention: Chief Representative

For the Borrower

Postal address:

SOCIETE TUNISIE AUTOROUTES

Imm. "Le Petit Palais" Zone B Les Berges du Lac

2045 Tunis, Tunisia

Attention: President Director General

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at the office of the JAPAN INTERNATIONAL COOPERATION AGENCY, Chiyoda-ku, Tokyo, Japan, as of the day and year first above written.

For

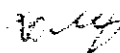
JAPAN INTERNATIONAL  
COOPERATION AGENCY



Sadako OGATA  
President

For

SOCIETE TUNISIE AUTOROUTES



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Elyes KASRI  
Ambassador extraordinary and  
plenipotentiary, Republic of Tunisia

## Schedule 1

### Description of Project

#### Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to develop transport capacity and enhance access to economic and social services by residents along the motorway by constructing a new connecting motorway between Gabes and Medenine, thereby contributing to promoting economic growth and improving living condition of residents along the motorway.

(2) Location:

Gabes-Medenine, situated south-east side of the Republic of Tunisia

(3) Executing Agency:

Société Tunisie Autoroutes

(4) Scope of the Work:

- (a) Construction of motorway and relevant civil works
- (b) Consulting Services

The proceeds of the Loan are available for the above items (a) and (b).

Any balances remaining on the aforementioned items are to be financed by the Borrower.

Section 2. Estimated annual fund requirements are as shown below.

Calendar Year (Jan. - Dec.)	for the Loan (in million Japanese Yen)	for the Project (in million Japanese Yen)
2012	30	1,942
2013	2,413	4,701
2014	4,914	9,580
2015	5,056	9,819
2016	2,671	5,103
Total	15,084	31,145

(Exchange Rate: TND 1= Yen 59.3)

Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's annual budgetary appropriations for JICA.

### Section 3. Completion of the Project

The Project is expected to be completed by July 2016.

## Schedule 2

### Allocation of Proceeds of Loan

Section 1.	Allocation		
Category	Amount of the Loan . Allocated (in million Japanese Yen)		% of Expenditure to be Financed
(A) Construction works and relevant civil works	13,460		100%
(B) Consulting Services	525		100%
(C) Interest During Construction i) with respect to(A), (D) and (E) ii) with respect to (B)	335		—
	1		—
(D) Contingencies	673		—
(E) Commitment Charge	90		—
Total	15,084		

Note: Items not eligible for financing are as shown below.

- (a) General administration expenses
- (b) Taxes and duties
- (c) Purchase of land and other real property
- (d) Compensation
- (e) Other indirect items

(1) With regard to disbursement in any of Categories (A) and (B), the amount to

be disbursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipulated in this section, unless otherwise agreed upon between JICA and the Borrower.

- (2) Category (C) indicates the estimated cost of interest on the principal disbursed and outstanding during construction. JICA shall be entitled to disburse as principal out of the proceeds of the Loan and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of interest during the construction period of the Project. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement. The final date of such disbursement as described above shall be determined by JICA.
- (3) Category (E) indicates the estimated cost of the Commitment Charge. JICA shall be entitled to disburse as principal out of the proceeds of the Loan and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of the Commitment Charge. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

## Section 2. Reallocation upon change in cost estimates

- (1) If the estimated cost of items included in any of Categories (A), (B) and (C) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower to such Category from other Categories except Category (E), subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.
- (2) If the estimated cost of Category (E) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, may be allocated by JICA at the request of the Borrower not less than thirty (30) days prior to the requested date of such reallocation to Category (E) from other Categories. The amount of Category (E) shall not be reallocated to other Categories.



- (3) If the estimated cost of items included in any of Categories (A), (B), (C) and (D) shall decrease, the amount then allocated to, and no longer required for, such Category may be reallocated by JICA at the request of the Borrower not less than thirty (30) days prior to the requested date of such reallocation to Category (E). The amount of Category (E) shall not be reallocated to other Categories.

### Schedule 3

#### Amortization Schedule

##### 1. Repayment of Principal (I)

Due Date

Amount  
(in Japanese Yen)

On February 20, 2018

502,000,000

On each February 20 and August 20  
beginning August 20, 2018  
through February 20, 2032

502,000,000

The loan amount allocated to Category (D) as stipulated in Section 1 of Schedule 2 is tentatively included in the "Principal (I)".

##### 2. Repayment of Principal (II)

Due Date

Amount  
(in Japanese Yen)

On February 20, 2018

18,164,000

On each February 20 and August 20  
beginning August 20, 2018  
through February 20, 2032

18,137,000

## Schedule 4

### Procurement Procedure

#### Section 1. Guidelines to be used for procurement under the Loan

- (1) Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated March 2009 (hereinafter referred to as the "Procurement Guidelines").
- (2) Employment of consultants to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans dated March 2009 (hereinafter referred to as the "Consultant Guidelines").

#### Section 2. Eligible Source Country(ies)

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

#### Section 3. JICA's review of decisions relating to procurement of goods and services (except consulting services)

- (1) In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (A), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to JICA's review and concurrence. For such contracts, the single-stage two-envelope bidding procedure, as provided for in Section 2.03(1) of the Procurement Guidelines, should be adopted.

(a) With regard to any contract the value of which is estimated to be not less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):

- (i) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Method(s) (as per Form

No.1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method(s).

- (ii) When the single-stage two-envelope bidding procedure is adopted, the Borrower shall, before opening price proposals, submit to JICA, for JICA's review and concurrence, the analysis of technical proposals, together with a Request for Review of Analysis of Technical Proposals. The Borrower shall submit to JICA, for JICA's reference, such relevant documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Technical Proposals.
- (iii) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. (When the step stipulated in sub-paragraph (ii) above is taken, "Analysis of Bids" shall be read hereafter as "Analysis of Price Proposals.") The Borrower shall submit to JICA, for JICA's reference, such other documents related to the award, such as tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.
- (iv) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, it shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (i) through (iii).
- (v) Promptly after executing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA.

require the written notice to JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such notice to JICA. In case JICA finds the modification or cancellation of a contract not in conformity with the provisions of the Loan Agreement, JICA shall notify the Borrower thereof.

- (iii) JICA reserves the right to request the Borrower to submit documents concerning such procurement for JICA's reference.

#### Section 4. JICA's review of decisions relating to employment of consultants

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (B), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to JICA's review and concurrence.

- (1) Before proposals are invited from consultants, the Borrower shall submit to JICA, for JICA's review and concurrence, a Short List of Consultants and the Request for Proposals, together with a Request for Review of these documents. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding the Short List of Consultants and the Request for Proposals. Any further modification by the Borrower of the said documents shall require the prior concurrence of JICA.
- (2) When Quality and Cost Based Selection (QCBS), as provided for in Section 3.02 of the Consultant Guidelines, is adopted, the Borrower shall, before opening financial proposals, submit to JICA, for JICA's review and concurrence, the Borrower's analysis of technical proposals, together with a Request for Review of Evaluation of Technical Proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly by means of a Notice Regarding Evaluation of Technical Proposals.
- (3) Before initiating contract negotiations with the highest-ranked consultant, the

Borrower shall submit to JICA, for JICA's review and concurrence, the results of the Borrower's evaluation of proposals, together with a Request for Review of Evaluation Report on Consultants' Proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice Regarding Evaluation Report on Consultants' Proposals.

- (4) If the Borrower wishes, as provided for in Section 3.02(4) of the Consultant Guidelines, to use single-source selection, the Borrower shall inform JICA in writing of its reasons, for JICA's review and concurrence, together with the Letter of Invitation and the Terms of Reference. After obtaining the concurrence of JICA, the Borrower may send the Letter of Invitation and the Terms of Reference to the consultant concerned. If the Borrower finds the proposal of the consultant to be satisfactory, it may then negotiate the conditions (including the financial terms) of the contract.
- (5) Promptly after executing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.4 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract.
- (6) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of JICA.

Form No. 1

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY

JICA TUNISIA OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT METHOD(S)

Reference : Loan Agreement No. TS-P35, dated February 17, 2012, for  
Gabes-Medenine Trans-Maghrebin Corridor Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review the Procurement Method(s) as per attached sheet.

We should be grateful if you would notify us of your concurrence.

Very truly yours,

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

1. Name of the Project
2. Method(s) of Procurement
  - (        ) Limited International (Local) Bidding
  - (        ) International (Local) Shopping
  - (        ) Direct Contracting
  - (        ) Others (        )
3. Reason for Selection of Method(s) of Procurement in Detail  
(For example: technical considerations, economic factors, experiences and capabilities)
4. Name and Nationality of the Supplier  
(in the cases of Limited International (Local) Bidding and Direct Contracting)
5. Estimated Contract Amount
  - Foreign Currency
  - Local Currency
6. Main Items Covered by the Contract
7. Type of Contract
  - (        ) Turnkey Contract
  - (        ) Procurement of Goods/Equipment/Materials
  - (        ) Civil Works Contract
  - (        ) Procurement of Services
  - (        ) Others
8. Schedule
  - i) Date of Execution of Contract
  - ii) Shipping Date and/or Date for Commencement of Works/Services
  - iii) Completion Date (for delivery or construction)



Form No. 2

Date:  
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

### REQUEST FOR REVIEW OF CONTRACT

Reference: Loan Agreement No. TS-P35, dated February 17, 2012, for  
Gabes-Medenine Trans-Maghrebin Corridor Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Supplier: \_\_\_\_\_
3. Address of the Supplier: \_\_\_\_\_
4. Name of the Purchaser: \_\_\_\_\_
5. Contract Price: (excluding TAX) \_\_\_\_\_  
(including TAX) \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_ % of eligible expenditure)
8. Description and Origin of the Goods: \_\_\_\_\_
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours.

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

Date:  
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

### NOTICE OF CONTRACT

Reference: Loan Agreement No. TS-P35, dated February 17, 2012, for  
Gabes-Medenine Trans-Maghrebin Corridor Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby inform you that the Contract has been duly confirmed by us to be in conformity with the Loan Agreement. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Supplier: \_\_\_\_\_
3. Address of the Supplier: \_\_\_\_\_
4. Name of the Purchaser: \_\_\_\_\_
5. Contract Price: (excluding TAX) \_\_\_\_\_  
(including TAX) \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_ % of eligible expenditure)
8. Description and Origin of the Goods: \_\_\_\_\_
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

Very truly yours,

For: \_\_\_\_\_  
(Name of the Executing Agency)

By: \_\_\_\_\_  
(Authorized Signature)

Form No. 4

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT (for consulting services)

Reference: Loan Agreement No. TS-P35, dated February 17, 2012, for  
Gabes-Medenine Trans-Maghrebin Corridor Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Consultant: \_\_\_\_\_
3. Address of the Consultant: \_\_\_\_\_
4. Name of the Employer: \_\_\_\_\_
5. Contract Price: (excluding TAX) \_\_\_\_\_  
(including TAX) \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_ % of eligible expenditure)
8. (In case the Consultant is a Joint Venture) Name, Nationality and Address  
of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours.

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

(تعريب عن الإنجليزية)

تونس في 25 جانفي 2012

صاحب السعادة،

يشرفنا إعلامكم بتسلمنا مذكرتكم بتاريخ هذا اليوم وفيما يلي نصها:

"صاحب السعادة،

يشرفني تأكيد الاتفاق الحالي الذي دار بين ممثلي الحكومة اليابانية وحكومة الجمهورية التونسية بشأن منح قرض ياباني بهدف تعزيز الاستقرار الاقتصادي وجهود التنمية في الجمهورية التونسية:

1. سيتم منح قرض بالعملة اليابانية تبلغ قيمته واحدا وعشرين مليارا ومائة وثمانية وسبعون مليون يان (¥21.178.000.000) (يشار إليه فيما بعد بـ "القرض")، وفقا للقوانين الجاري بها العمل في اليابان، إلى شركة الطرقات السيارات والشركة الوطنية لاستغلال وتوزيع المياه (المشار إليهما فيما يلي بـ "المقترضين") المذكورين في العمود 2 من الملحق المرفق (المشار إليه فيما يلي بـ "الملحق") من قبل الوكالة اليابانية للتعاون الدولي (المشار إليها فيما يلي بـ "جاিকা") لغرض تنفيذ المشاريع المذكورة بالعمود 1 من الملحق تبعا للاعتمادات المخصصة لكل مشروع كما هو مبين بالعمود 3 من الملحق.

2. (1) يكون القرض متاحا عندما يتم إبرام اتفاقات قروض بين جاিকা والمقترضين. أحكام وشروط القرض والإجراءات لاستعماله فضلا عن الإجراءات اللازمة لاستخدامه ستحكم من قبل اتفاقات القروض المذكورة، في نطاق التفاهم الحالي، الذي سيتضمن، في مجمله، سعر الفائدة وفترة السداد ومدة الصرف المذكورة على التوالي في الأعمدة 4، 5، و 6 من الملحق.

(2) تبرم كل اتفاقية للمقترضين المذكورين في الفقرة الفرعية (1) أعلاه بعد أن تقتنع جاিকা بمدى جدوى المشروعين المذكورين في العمود 1 من الملحق، بما في ذلك مراعاة الجانب البيئي.

(3) يمكن التمديد في مدة عملية الصرف المذكورة في العمود 6 من الملحق بعد الحصول على موافقة السلطات المعنية بالأمر من الحكومتين.

Request for Replenishment

Date:  
Loan Agreement No.:  
App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE  
Attention: Chief Representative

Ladies and Gentlemen:

- Pursuant to the Loan Agreement No. TS-P35, dated February 17, 2012 between the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and SOCIETE TUNISIE AUTOROUTES, the undersigned hereby applies for replenishment to the Special Account B under the said Loan Agreement, of the sum of ¥ (Say Yen   ) in disbursement of expenditures as described in the attached Statement of Expenditure.
2. As a result of the payments for which replenishment is applied by this Request, the balance remaining in the Special Account B is ¥ (Say Yen       ).
3. The undersigned has not previously requested of any amounts from the Loan for the purpose of meeting the expenditures described in the attached Statement of Expenditure. The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned except short-term loans or credits, if any, established in anticipation of the disbursement requested for herein and to be repaid pro tanto with the funds disbursed hereunder and any charges, commission or interest paid or payable under such anticipatory short-term credits are not included in the amount herein requested to be disbursed.
4. The undersigned certifies that:
- d) the expenditures, hereby sought to be disbursed were made for the purposes specified in the Loan Agreement;
  - e) the said goods and services have been procured in accordance with the applicable procurement procedures agreed with JICA pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;
  - f) the said goods and services were or will be supplied by the supplier(s) specified in the attached Statement of Expenditure and were or will be procured in (or, in the case of services, supplied from) the applicable eligible country(ies) for Japanese ODA Loans.
5. Please credit the amount applied for herein by paying into the non-resident yen account of The Central Bank of Tunisia acting on behalf of the Borrower with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo, from which the Borrower transfers the amount to the Special Account B defined in the Loan Agreement No. TS-P35.
6. This request consists of    page(s) and    signed and numbered Statement of Expenditure.

Very truly yours.

\_\_\_\_\_  
(Name of Borrower)

\_\_\_\_\_  
(Authorized Signature)

Request for Initial Disbursement

Date:

Loan Agreement No.: TS-P35

App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE  
Attention: Chief Representative

Ladies and Gentlemen:

Pursuant to the Loan Agreement No. TS-P35, dated February 17, 2012, between the JAPAN INTERNATIONAL COOPERATION AGENCY and SOCIETE TUNISIE AUTOROUTES (hereinafter referred to as the "Borrower"), the undersigned hereby applies for Initial Disbursement, under the said Loan Agreement

¥\_\_\_\_\_ (Say Japanese Yen )

by being paid to the non-resident yen account of The Central Bank of Tunisia acting on behalf of the Borrower with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo from which the Borrower transfers the amount to the Special Account B defined in the Loan Agreement No. TS-P35.

Very truly yours.

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

(Form JICA-RID-REV-A)

Request for Initial Disbursement

Date:

Loan Agreement No.: TS-P35

App. Serial No.:

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA TUNISIA OFFICE  
Attention: Chief Representative

Sir/Messieurs and Gentlemen:

Pursuant to the Loan Agreement No. TS-P35, dated February 17, 2012, between the  
JAPAN INTERNATIONAL COOPERATION AGENCY and SOCIETE TUNISIE  
AUTOROUTES (hereinafter referred to as the "Borrower"), the undersigned hereby  
applies for Initial Disbursement, under the said Loan Agreement  
\_\_\_\_\_ (Say Japanese Yen \_\_\_\_\_)  
to be paid to the non-resident yen account of The Central Bank of Tunisia acting on  
behalf of the Borrower with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo from which  
the Borrower transfers the amount to the Special Account A defined in the Loan  
Agreement No. TS-P35.

Very truly yours,

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

exchange bank in the territories of the Borrower when such amount was drawn from the Special Account. The amount paid in the currency and the exchange rate used for conversion to Japanese Yen shall be described in the Statement of Expenditure as per Form JICA-SOE together with the evidence of such conversion rate. Any fraction of ONE Yen (¥1.00) that may appear in the computation of the Request for Replenishment expressed in Japanese Yen shall be disregarded.

7. With regard to 9.(2) of the Special Account Procedure, the total disbursement for the respective Special Accounts shall be in the amount not exceeding:
  - (1) Special Account A: THIRTEEN BILLION FOUR HUNDRED SIXTY MILLION Japanese Yen (¥13,460,000,000).
  - (2) Special Account B: FIVE HUNDRED TWENTY FIVE MILLION Japanese Yen (¥525,000,000)
8. The designated foreign exchange bank in Tokyo wherever mentioned in the Special Account Procedure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
9. The authorized foreign exchange bank in the territories of the Borrower wherever mentioned in this Schedule, including the Special Account Procedure, shall be the Central Bank.
10. Form JICA-RID-REV, Form JICA-RPM-SOE and Form JICA-SOE attached hereto shall be substituted accordingly for Form JICA-RID, Form JICA-RPM and Form JICA-SSP attached to the Special Account Procedure.



## Schedule 5

### Special Account Procedure

Special Account Procedure for Japanese ODA Loans dated October 2008 (as may be amended from time to time) (hereinafter referred to as the "Special Account Procedure") shall mutatis mutandis be applied for disbursement of the proceeds of the Loan allocated to Categories (A) and (B) provided in Section 1. of Schedule 2 attached hereto, with the following supplemental stipulations:

1. The Borrower shall cause La Banque Centrale de Tunisie (hereinafter referred to as "the Central Bank") to open and maintain two (2) special accounts denominated in Japanese Yen in the Central Bank exclusively for the Project, one for disbursements of the proceeds of the Loan allocated to Category (A) (hereinafter referred to as the "Special Account A") and the other for disbursements of the proceeds of the Loan allocated to Category (B) (hereinafter referred to as the "Special Account B") as stipulated in Section 1. of Schedule 2 attached hereto, immediately after the signing of the Loan Agreement and shall submit to JICA the evidence of opening such account.
2. (1) The Borrower shall designate the Central Bank as its agent and authorize it to act on behalf of the Borrower with respect to disbursement procedure under the Loan Agreement.  
(2) The Borrower shall furnish JICA with evidence of authority for the person(s) of the Central Bank together with specimen signature(s) with regard to paragraph (1) above.
3. With regard to 4. of the Special Account Procedure, the initial disbursement for the respective Special Accounts shall be in the amount not exceeding:  
(1) Special Account A: ONE BILLION Japanese Yen (¥1,000,000,000).  
(2) Special Account B: THIRTY TWO MILLION Japanese Yen (¥32,000,000)
4. With regard to 5. of the Special Account Procedure, the non-resident yen account of the Borrower is the non-resident yen account of the Central Bank on behalf of the Borrower.
5. 6.(b) of the Special Account Procedure shall be disregarded.
6. 7.(2) of the Special Account Procedure shall be read as follows:  
(2) When the currency used for the payment to the supplier(s) is not Japanese Yen, the amount stated in the Request for Replenishment shall be the equivalent in Japanese Yen converted at the exchange rate quoted by the authorized foreign

3. سداد الرئيسي للقروض الممنوحة للمقترضين، فضلا عن دفع الفوائد وأية رسوم أخرى بهذا الشأن، يجب أن يكون مضمونا من قبل حكومة الجمهورية التونسية.

4. (1) سيتم منح القرض لتغطية الدفعات التي سيقوم بها المقترضين إلى المزودين والمقاولين و/أو المستشارين من مصادر بلدان مؤهلة وفق العقود المبرمة فيما بينهم بخصوص اقتناء المواد و/أو الخدمات المطلوبة لتنفيذ المشاريع المذكورة في العمود 1 من المرفق، بشرط أن تتم عمليات الشراء من هذا القبيل في هذه البلدان المؤهلة للمواد التي تنتج فيها و/أو الخدمات المقدمة من قبل هذه البلدان.

(2) مجموعة البلدان المؤهلة المذكورة في الفقرة الفرعية (1) أعلاه يتم الاتفاق عليها بين السلطات المعنية للحكومتين.

(3) يمكن استخدام جزء من القرض لتغطية الاحتياجات من العملة المحلية لتنفيذ المشاريع المذكورة في العمود 1 من المرفق.

5. تقوم حكومة الجمهورية التونسية من التأكد من مدى مطابقة المواد و/أو الخدمات المذكورة في الفقرة الفرعية (1) من الفقرة 4. للوائح الاقتناء التابعة لجايكا، التي تنص، في مجملها، على أن تتبع إجراءات العروض التنافسية الدوائية إلا إذا كانت هذه الإجراءات غير قابلة للتطبيق أو غير مناسبة.

6. فيما يتعلق بالشحن والتأمين البحري للمواد التي تم اقتناؤها في إطار القرض، يجب على حكومة الجمهورية التونسية الامتناع عن فرض أية قيود قد تعوق المنافسة العادلة والحرّة بين شركات الشحن والتأمين.

7. يتمتع المواطنون اليابانيون الذين قد تكون خدمتهم مطلوبة في الجمهورية التونسية بخصوص توفير المواد و/أو الخدمات المذكورة في الفقرة الفرعية (1) من الفقرة 4 بتسهيلات قد تكون ضرورية لدخولهم الجمهورية التونسية والإقامة فيها لأداء عملهم.

8. على حكومة الجمهورية التونسية إعفاء :

أ- الوكالة اليابانية للتعاون الدولي من كل الأداءات الجبائية والضرائب الجارية بها العمل في الجمهورية التونسية فيما يتعلق بالقرض و الفوائد الناجمة عنه.

ب- الشركات اليابانية المتدخلة كمزود و/أو مقاول و/أو مستشار لانجاز المشروع من كل الأداءات والضرائب المفروضة في الجمهورية التونسية فيما يتعلق بالمدخلات الجبائية الناجمة عن توفير المواد والخدمات المتعلقة بالقرض.

ت- الشركات اليابانية المتدخلة كمزود و/أو مقاول و/أو مستشار من جميع الرسوم والأداءات المفروضة في الجمهورية التونسية فيما يتعلق باستيراد وإعادة تصدير المواد والمعدات اللازمة لتنفيذ المشروعين المذكورين في العمود 1 من الملحق.

ث- الموظفين اليابانيين العاملين في تنفيذ المشروع من جميع الرسوم المالية والضرائب المفروضة في الجمهورية التونسية على الدخل الفردي المسند من قبل الشركات اليابانية العاملة كمزود و/أو مقاول و/أو مستشار لتنفيذ المشروعين المنصوص عليهما بالعمود 1 من الملحق.

9. يجب على حكومة الجمهورية التونسية اتخاذ التدابير اللازمة لـ:

- أ- ضمان حسن استعمال القرض وتخصيصه حصريا للمشروعين المنصوص عليهما بالعمود 1 من الملحق.
- ب- ضمان الحفاظ على سلامة الأشخاص المشاركين في تنفيذ المشروعين المنصوص عليهما بالعمود 1 من الملحق.
- ت- ضمان الاستخدام السليم والفعال للمنشآت المبنية في إطار القرض وفق الغرض المنصوص عليه في هذا الاتفاق.

10. على حكومة الجمهورية التونسية مدّ كل من الحكومة اليابانية والوكالة اليابانية للتعاون الدولي عند الطلب بـ:

- أ- المعلومات والبيانات المتعلقة بمدى تطور عملية تنفيذ المشروعين المنصوص عليهما بالعمود 1 من الملحق.
- ب- وأية معلوماتي أخرى لها علاقة بالمشروعين المنصوص عليهما بالعمود 1 من الملحق.

11. على الحكومتين التشاور مع بعضهما فيما يتعلق بأي مسألة قد تنشأ أو لها علاقة بهذا الاتفاق.

12. الملحق هو جزء لا يتجزأ من هذه المذكرة.

لي عظيم الشرف بأن أقترح عليكم بأن تشكل هذه المذكرة ورسالة سعادتكم في الردّ علينا مؤكدة هذا الاتفاق نيابة عن حكومة الجمهورية التونسية، اتفاقا بين الحكومتين، والذي قد يبدأ العمل به ابتداء من تاريخ ردكم علينا.

وأغتنم هذه الفرصة لأعرب لسعادتكم عن فائق تقديري.

لي مزيد الشرف للتأكيد نيابة عن حكومة الجمهورية التونسية الفهم والتوافق و أن  
أوافق أن تكون مذكرة سعادتكم وهذه المذكرة رداً عليها اتفاقاً بين الحكومتين يدخل حيز  
التنفيذ من تاريخ مذكرة الرد هذه.  
وأغتنم هذه الفرصة لأعرب لسعادتكم عن فائق تقديري.

الهادي بن عباس

كاتب الدولة لدى وزير الشؤون الخارجية

المكلف بأمريكا وآسيا

توشيووكي تاغا

سفير اليابان المفوض فوق العادة

بالجمهورية التونسية

الملحق

العمود 6	العمود 5	العمود 4		العمود 3	العمود 2	العمود 1
فترة الصرف (بعد دخول اتفاق القرض حيز التنفيذ)	فترة السداد	نسبة الفائدة		المبلغ الأقصى	المقترض	المشروع
ثمانية (08) سنوات	أربعة عشر (14) سنة بعد فترة إمهال بسنت (06) سنوات	0.95%		15,084 مليون يان	شركة تونس الطرقات السيارة	1. الطريق السيارة قابس - مدين
		0.01%	الجزء الذي سيخصص للمستشارين			
ثمانية (08) سنوات	أربعة عشر (14) سنة بعد فترة إمهال بسنت (06) سنوات	0.95%		6,094 مليون يان	الشركة الوطنية لاستغلال وتوزيع المياه	2. تحسين توريد الناطق الحضري بالماء الصالح للشرب

المبلغ الجملي : 21,178 مليون يان

تونس في 25 جانفي 2012

صاحب السعادة،

يشرفني تأكيد الاتفاق الحالي الذي دار بين ممثلي الحكومة اليابانية وحكومة الجمهورية التونسية بشأن منح قرض ياباني بهدف تعزيز الاستقرار الاقتصادي وجهود التنمية في الجمهورية التونسية:

1. سيتم منح قرض بالعملة اليابانية تبلغ قيمته واحدا وعشرين مليارا ومائة وثمانية وسبعون مليون يان (¥21.178.000.000) (يشار إليه فيما بعد بـ "القرض")، وفقا للقوانين الجاري بها العمل في اليابان، إلى شركة الطرقات للسيارات والشركة الوطنية لاستغلال وتوزيع المياه (المشار إليها فيما يلي بـ "المقترضين") المذكورين في العمود 2 من الملحق المرفق (المشار إليه فيما يلي بـ "الملحق") من قبل الوكالة اليابانية للتعاون الدولي (المشار إليها فيما يلي بـ "جاياكا") لغرض تنفيذ المشاريع المذكورة بالعمود 1 من الملحق تبعا للاعتمادات المخصصة لكل مشروع كما هو مبين بالعمود 3 من الملحق.

2. (1) يكون القرض متاحا عندما يتم إبرام اتفاقات قروض بين جاياكا والمقترضين. أحكام وشروط القرض والإجراءات لاستعماله فضلا عن الإجراءات اللازمة لاستخدامه ستحكم من قبل اتفاقات القروض المذكورة، في نطاق التفاهم الحالي، الذي سيتضمن، في مجمله، سعر الفائدة وفترة السداد ومدة الصرف المذكورة على التوالي في الأعمدة 4، 5، و 6 من الملحق.

(2) تبرم كل اتفاقية للمقترضين المذكورين في الفقرة الفرعية (1) أعلاه بعد أن تقتنع جاياكا بمدى جدوى المشروعين المذكورين في العمود 1 من الملحق، بما في ذلك مراعاة الجانب البيئي.

(3) يمكن التمديد في مدة عملية الصرف المذكورة في العمود 6 من الملحق بعد الحصول على موافقة السلطات المعنية بالأمر من الحكومتين.

3. سداد الرئيسي للقروض الممنوحة للمقترضين، فضلا عن دفع الفوائد وأية رسوم أخرى بهذا الشأن، يجب أن يكون مضمونا من قبل حكومة الجمهورية التونسية.

4. (1) سيتم منح القرض لتغطية النفوعات التي سيقوم بها المقترضين إلى المزودين والمقاولين و/أو المستشارين من مصادر بلدان مؤهلة وفق العقود المبرمة فيما بينهم بخصوص اقتناء المواد و/أو الخدمات المطلوبة لتنفيذ المشاريع المذكورة في العمود 1 من المرفق، بشرط أن تتم عمليات الشراء من هذا القبيل في هذه البلدان المؤهلة للمواد التي تنتج فيها و/أو الخدمات المقدمة من قبل هذه البلدان.

(2) مجموعة البلدان المؤهلة المذكورة في الفقرة الفرعية (1) أعلاه يتم الاتفاق عليها بين السلطات المعنية للحكومتين.

(3) يمكن استخدام جزء من القرض لتغطية الاحتياجات من العملة المحلية لتنفيذ المشاريع المذكورة في العمود 1 من المرفق.

5. تقوم حكومة الجمهورية التونسية من التأكد من مدى مطابقة المواد و/أو الخدمات المذكورة في الفقرة الفرعية (1) من الفقرة 4، للوائح الاقتناء التابعة لجايكا، التي تنص، في مجملها، على أن تتبع إجراءات العروض التنافسية الدولية إلا إذا كانت هذه الإجراءات غير قابلة للتطبيق أو غير مناسبة.

6. فيما يتعلق بالشحن والتأمين البحري للمواد التي تم اقتناؤها في إطار القرض، يجب على حكومة الجمهورية التونسية الامتناع عن فرض أية قيود قد تعوق المنافسة العادلة والحررة بين شركات الشحن والتأمين.

7. يتمتع المواطنون اليابانيون الذين قد تكون خدمتهم مطلوبة في الجمهورية التونسية بخصوص توفير المواد و/أو الخدمات المذكورة في الفقرة الفرعية (1) من الفقرة 4 بتسهيلات قد تكون ضرورية لدخولهم الجمهورية التونسية والإقامة فيها لأداء عملهم.

8. على حكومة الجمهورية التونسية إعفاء :

أ- الوكالة اليابانية للتعاون الدولي من كل الأداءات الجبائية والضرائب الجاري بها العمل في الجمهورية التونسية فيما يتعلق بالقرض و الفوائد الناجمة عنه.

ب- الشركات اليابانية المتدخلة كمزود و/أو مستشار لانجاز المشروع من كل الأداءات والضرائب المفروضة في الجمهورية التونسية فيما يتعلق بالمداخل الجبائية الناجمة عن توفير المواد والخدمات المتعلقة بالقرض.

[illegible]

9 يجب على حكومة الجمهورية التونسية اتخاذ التدابير اللازمة لـ

١- ضمان حسن استعمال القرض وتخصيصه حصريا للمشروعات المنصوص  
عليها بالعمود 1 من الملحق

[illegible]

بسم الله الرحمن الرحيم  
الحمد لله الذي جعل القرآن الكريم هدى للناس كافة

10. على حكومة الجهورية التونسية من كل من الحكومة اليابانية والوكالة اليابانية للتعاون الدولي عند الطلب

١- المعلومات والبيانات المتعلقة بمضى تطور عملية تنفيذ المشروعين المنصوص عليهما بالعمود 1 من الملحق.

ب- وأية معلوماتي أخرى لها علاقة بالمشروعين المنصوص عليهما بالعدد 1 من الملحق.

11. على الحكومتين التشاور مع بعضهما فيما يتعلق بأي مسألة قد تنشأ أو لها علاقة بهذا الاتفاق.

12 الملحق هو جزء لا يتجزأ من هذه المذكرة.

[illegible]
$$\frac{d}{dt} \left( \frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}, \quad \frac{d}{dt} \left( \frac{\partial L}{\partial \dot{y}} \right) = \frac{\partial L}{\partial y}, \quad \frac{d}{dt} \left( \frac{\partial L}{\partial \dot{z}} \right) = \frac{\partial L}{\partial z}$$



توشينو كي تاغا

سفير اليابان المفوض فوق السادة

بالجمهورية التونسية

الهادي بن عباس

كاتب الدولة لدى وزير الشؤون الخارجية

المكلف بأمريكا وآسيا

الملحق

العمود 6	العمود 5	العمود 4	العمود 3	العمود 2	العمود 1
فترة الصوف (بعد دخول اتفاق القرض حيز التنفيذ)	فترة السداد	نسبة الفائدة	المبلغ الأقصى	المقترض	المشروع
ثمانية (08) سنوات	أربعة عشر (14) سنة بعد فترة إمهال بست (06) سنوات	0.95%	15,084 مليون يان	شركة تونس للطرق السيارة	1. الطريق السيارة تونس - مكنين
		0.01%	الجزء الذي سيخصص للمستشارين		
ثمانية (08) سنوات	أربعة عشر (14) سنة بعد فترة إمهال بست (06) سنوات	0.95%	6,094 مليون يان	الشركة الوطنية لاستغلال وتوزيع المياه	2. تحسين ترويض المناطق الحضرية بإلاء الصالح للشرب
المبلغ الجملی : 21,178 مليون يان					

JAPAN INTERNATIONAL COOPERATION AGENCY  
Tokyo, Japan  
Attention: President  
Ladies and Gentlemen

### GUARANTEE FOR THE LOAN

In consideration of the loan of **FIFTEEN BILLION EIGHTY FOUR MILLION** Japanese Yen ( ¥ 15,084,000,000 ) to be extended to **SOCIETE TUNISIE AUTOROUTES**, (hereinafter referred to as « the Borrower ») by **JAPAN INTERNATIONAL COOPERATION AGENCY** (hereinafter referred to as « JICA ») under the Loan Agreement N° TS-P35 dated on **February 17, 2012**, between the Borrower and JICA (hereinafter referred to as « the Loan Agreement »), I the undersigned, acting for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF TUNISIA** (hereinafter referred to as « the Guarantor »), hereby affirm:


- 1- That the Guarantor has accepted all the provisions of the Loan Agreement and agrees to guarantee jointly and severally with the Borrower any and all liabilities arising from or in connection with the obligations of the Borrower under the Loan Agreement.
- 2- That the Guarantor, furthermore, agrees that :
  - (1) The Guarantor guarantees the due and punctual payment of the principal of and the interest and any other charges on the loan as provided for in the Loan agreement ;
  - (2) The Guarantor shall not be exempted from any of its liabilities under this Guarantee by reason of any extension of maturity, forbearance or concession given to the Borrower, any exercise of right or remedy against the Borrower, or any modification or amplification of the provisions of the loan Agreement (provided that if the principal of the loan is thereby increased, the Guarantor shall be exempted from its liabilities to the extent of such increase) ;

(3) So long as any part of the Loan under the loan Agreement shall be outstanding and unpaid, the Guarantor shall:

- i) Not take any action which would prevent or interfere with the performance by the Borrower or any other beneficiaries of the Loan, if any, of obligations under the Loan Agreement, and
- ii) Not, without prior consent of JICA in writing, take any action for the dissolution or disestablishment of the Borrower or any other beneficiaries of the loan, if any, or for the suspension of their activities.

3- That the Guarantor waives notice of acceptance of this Guarantee, notice of any liability to which it may apply notice concerning principal, interest and any other charges, and notice of dishonor or non-payment of any such liabilities.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and affixed my official seal, this April, \_\_\_\_\_ day of 2012.

Very truly yours, 

Minister of Finance

Signature

Le Ministre des Finances

Houcine DIMASSI

JAPAN INTERNATIONAL COOPERATION AGENCY  
Tokyo, Japan  
Attention: President  
Ladies and Gentleman

### GUARANTEE FOR THE LOAN

In consideration of the loan of **SIX BILLION NINETY FOUR MILLION** Japanese Yen ( ¥ 6,094,000,000 ) to be extended to **SOCIETE NATIONALE D'EXPLOITATION ET DE DISTRIBUTION DES EAUX**, (hereinafter referred to as « the Borrower ») by **JAPAN INTERNATIONAL COOPERATION AGENCY** (hereinafter referred to as « JICA ») under the Loan Agreement N° **TS-P36** dated on **February 17, 2012**, between the Borrower and JICA (hereinafter referred to as « the Loan Agreement »), I the undersigned, acting for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF TUNISIA** (hereinafter referred to as « the Guarantor »), hereby affirm:

- 1- That the Guarantor has accepted all the provisions of the Loan Agreement and agrees to guarantee jointly and severally with the Borrower any and all liabilities arising from or in connection with the obligations of the Borrower under the Loan Agreement.
- 2- That the Guarantor, furthermore, agrees that :
  - (1) The Guarantor guarantees the due and punctual payment of the principal of and the interest and any other charges on the loan as provided for in the Loan agreement ;
  - (2) The Guarantor shall not be exempted from any of its liabilities under this Guarantee by reason of any extension of maturity, forbearance or concession given to the Borrower, any exercise of right or remedy against the Borrower, or any modification or amplification of the provisions of the loan Agreement (provided that if the principal of the loan is thereby increased, the Guarantor shall be exempted from its liabilities to the extent of such increase) ;

(3) So long as any part of the Loan under the loan Agreement shall be outstanding and unpaid, the Guarantor shall:

- i) Not take any action which would prevent or interfere with the performance by the Borrower or any other beneficiaries of the Loan, if any, of obligations under the Loan Agreement, and
- ii) Not, without prior consent of JICA in writing, take any action for the dissolution or disestablishment of the Borrower or any other beneficiaries of the loan, if any, or for the suspension of their activities.

3- That the Guarantor waives notice of acceptance of this Guarantee, notice of any liability to which it may apply notice concerning principal, interest and any other charges, and notice of dishonor or non-payment of any such liabilities.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and affixed my official seal, this April, \_\_\_\_\_ day of 2012.

Very truly yours, *W.*

25 AVR 2012

Minister of Finance

Signature

le Ministre des Finances

Blanche DIMASSE

