

**DECRET N° 2015-137 DU 13 AVRIL 2015**



portant ratification de l'accord de prêt signé à Washington, le 10 octobre 2014 entre la République du Bénin et le Fonds Koweïtien pour le Développement Economique Arabe (FKDEA), dans le cadre du financement additionnel du projet de protection de la côte à l'Est de la ville de Cotonou.

**LE PRESIDENT DE LA REPUBLIQUE,  
CHEF DE L'ETAT,  
CHEF DU GOUVERNEMENT,**

- Vu** la loi n° 90-32 du 11 décembre 1990 portant Constitution de la République du Bénin ;
- Vu** la loi n° 2015-15 du 20 mars 2015 portant autorisation de ratification de l'accord de prêt signé à Washington, le 10 octobre 2014 entre la République du Bénin et le Fonds Koweïtien pour le Développement Economique Arabe (FKDEA), dans le cadre du financement additionnel du projet de protection de la côte à l'Est de la ville de Cotonou ;
- Vu** la proclamation, le 29 mars 2011 par la Cour Constitutionnelle, des résultats définitifs de l'élection présidentielle du 13 mars 2011 ;
- Vu** le décret n° 2014-512 du 20 août 2014 portant composition du Gouvernement,

**D E C R E T E :**

**Article 1<sup>er</sup>** : Est ratifié l'accord de prêt d'un montant de trois millions (3 000 000) de dinars koweïtiens, soit dix millions (10 000 000) de dollars des Etats-Unis équivalant à cinq milliards (5 000 000 000) de francs CFA environ, signé à Washington, le 10 octobre 2014 entre la République du Bénin et le Fonds Koweïtien pour le Développement Economique Arabe (FKDEA), dans le cadre du financement additionnel du projet de protection de la côte à l'Est de la ville de Cotonou et dont le texte se trouve ci-joint.



**Article 2** : Le présent décret sera publié au Journal Officiel de la République du Bénin.

Fait à Cotonou, le 13 avril 2015

Par le Président de la République,  
Chef de l'Etat, Chef du Gouvernement,




**Dr Boni YAYI**

Le Ministre de l'Economie, des Finances  
et des Programmes de Dénationalisation,

Le Ministre de l'Urbanisme,  
de l'Habitat et de l'Assainissement,



**Komi KOUTCHE**



**Christian SOSSOUHOUTO**

**AMPLIATIONS** : PR 6- AN 4- CC 2 - CS 2 - HAAC 2 - CES 2 - HCJ 2 MEFPD 2 MUHA 2- AUTRES MINISTERES 24 -  
SGG 4 - DGBM-DCF-DGTCP-DGID-DGDDI 5- BN-DAN-DLC- 3 - GCONB-DCCT-INSAE 3- BCP-CSN-GAA 3- UAC-  
ENAM-FASJEP 3- UNIPAR-FDSP 2- JORB 1.-



ORIGINAL: ARABIC

LOAN NUMBER:

895

AGREEMENT FOR A SECOND LOAN  
FOR FINANCING OF COASTAL PROTECTION OF THE EAST  
COAST OF COTONOU PROJECT AND AMENDMENT OF  
THE LOAN AGREEMENT NO. 754 DATED 17/12/2007

BETWEEN

THE REPUBLIC OF BENIN

AND

KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT

DATED:

10/10/2014



**Agreement for a Second Loan for the financing of  
Coastal Protection of the East Coast of Cotonou Project and  
Amendment of the Loan Agreement No. 754 dated 17.12.2007**

**THIS AGREEMENT** made on 10/10/14 between the Republic of Benin (hereinafter called the Borrower) and Kuwait Fund for Arab Economic Development (hereinafter called the Fund);

**Whereas**, His Highness Sheikh Sabah Al-ahmad Al-Jaber Al-Sabah, the Amir of the State of Kuwait, announced at the 3<sup>rd</sup> Arab-Africa Summit held in Kuwait on 19 – 20 November, 2013 an initiative directing the Fund to provide concessional loans in an aggregate amount equivalent to US\$ 1 billion to assist in financing development projects in African countries during a period of 5 years;

**Whereas**, by a Loan Agreement No. 754 dated 17.12.2007 between the Borrower and the Fund, the Fund agreed to make loan to the Borrower in the amount of Kuwaiti Dinars three million (KD. 3,000,000/-) to assist in the financing of Coastal Protection of the East Coast of Cotonou (hereinafter referred to as the Project);

**Whereas**, substantial increase in the estimated costs of the project occurred as a result of inflation and increase of the project construction costs.

**Whereas**, the Borrower has requested a Second Loan from the Fund to assist in meeting the increased cost of the project;

**Whereas**, the purpose of the Fund is to assist Arab and other developing countries in developing their economies and to provide them with loans required for the implementation of their development projects and programmes;

**Whereas**, the Fund is still convinced of the importance of the Project and of its beneficial effects for the development of the Borrower's economy;

**Whereas**, the Fund has agreed, in view of the foregoing, to grant the Borrower a Second Loan on the terms and conditions hereinafter set forth and the terms and conditions referred to herein;

**NOW THEREFORE**, the parties hereto agree as follows:

**ARTICLE I****Definitions**

**SECTION 1.01.** Except as otherwise stated in this Agreement or required by the context, words and phrases used in this Agreement shall have the same meanings assigned to them in the Loan Agreement between the Borrower and the Fund dated 17.12.2007.

**SECTION 1.02.** Unless otherwise required by the context the following terms, wherever used in this Agreement, shall have the respective meaning assigned to each hereunder:

- (1) The term "First Loan Agreement", means the Loan Agreement No. 754 concluded between the Borrower and the Fund dated 17.12.2007.
- (2) The term "First Loan" means the loan pursuant to the First Loan Agreement.
- (3) The term "the Second Loan" means the loan to be made pursuant to this Agreement.

**ARTICLE II**

Provisions of the first Loan Agreement are considered as an integral part of the present agreement as if they were expressly stipulated except any text inconsistent with the provision contained in the present agreement.

**ARTICLE III****The Loan; Interest and other charges  
Repayment; Place of Payment**

**SECTION 3.01.** The Fund agrees to lend the Borrower on the terms and conditions referred to in this Agreement, a second loan for an amount equivalent to Kuwaiti Dinars Three Million (KD. 3,000,000/-).

**SECTION 3.02.** The Borrower shall pay interest at the rate of one and a half per cent (1.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time. Interest shall accrue from the respective dates on which amounts are so withdrawn.



**SECTION 3.03.** An additional charge of one half of one per cent (1/2 of 1%) per annum on the amounts withdrawn from the Loan and outstanding from time to time shall be paid to meet the administrative expenses and other expenses of implementing this Agreement.

**SECTION 3.04.** The charge payable for special commitments entered into by the Fund, at the request of the Borrower pursuant to Section 3.02 set forth in First Loan Agreement, shall be at the rate of one half of one per cent (1/2 of 1%) per annum on the principal amount of any such special commitments outstanding from time to time.

**SECTION 3.05.** Interest and other charges shall be computed on the basis of a 360 days year of twelve 30 day months for any period less than a full one half of a year.

**SECTION 3.06.** The Borrower shall repay the principal of the amount withdrawn of the second loan by virtue of Section 3.01, in accordance with amortization schedule set forth in schedule attached to this agreement.

**SECTION 3.07.** Interest and other charges shall be payable semi-annually on 01 February and 01 August in each year.

**SECTION 3.08.** The principal of, and interest and other charges on the Loan shall be paid at Kuwait or at such other places as the Fund shall reasonably request.

#### ARTICLE IV

##### Withdrawal of Proceeds of the Second Loan

**SECTION 4.01.** The Borrower shall utilize the proceeds of the Second Loan in financing the reasonable costs of goods needed for the Project. The said goods and the means to acquire them shall be defined by agreement between the Borrower and the Fund, subject to modifications by mutual agreement.

**SECTION 4.02.** The right of the Borrower to make withdrawals from the Loan which was mentioned in Section 3.09 of the First Loan shall be amended so that to be terminated on December 31, 2016, or any other date to be agreed upon between the Borrower and the Fund.

## ARTICLE V

## Effectiveness

**SECTION 5.01.** This Agreement shall not become effective until evidence satisfactory to the Fund shall have been furnished to the Fund that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action.

**SECTION 5.02.** As part of the evidence to be furnished pursuant to Section 5.01 hereof, the Borrower shall furnish to the Fund an opinion or opinions of competent authority showing that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms.

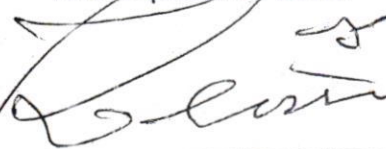
**IN WITNESSETH WHEREOF** the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in Washington, DC in their respective names and delivered in two copies, each considered an original and all to the same and one effect, as of the day and year first above written.

Kuwait Fund for Arab  
Economic Development

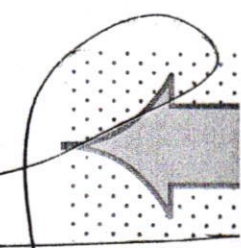


By: \_\_\_\_\_  
(Authorized Representative)

The Republic of Benin



By: \_\_\_\_\_  
(Authorized Representative)





## SCHEDULE (1)

## REPAYMENT PROVISIONS

The amount of principal withdrawn from loan shall be repaid in 40, semiannual installments, the amount and order of sequence of each being as set forth in the attached schedule. The first of these installments shall be due on the first date on which any interest or other charges on the loan shall fall due, in accordance with the provisions of the Loan Agreement, after the elapse of a grace period of 5 years, commencing from the date on which the Fund pays, any amount from the loan pursuant to the first withdrawal application made by the Borrower or the date on which the Fund issues an undertaking pursuant to Section 3.04 of the Loan Agreement, in case the first withdrawal application requests the issue of such undertaking, whichever is earlier of the two dates. The remaining installments for the repayment of the principal shall be due consecutively, every six-month, after the date on which the first installment falls due.

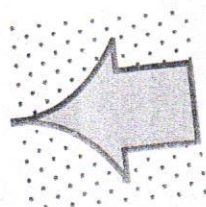


# ANNEX TO SCHEDULE 1 AMORTIZATION SCHEDULE

Sl. No.	Payment of Principal (Expressed in Kuwaiti Dinars)
1	75,000
2	75,000
3	75,000
4	75,000
5	75,000
6	75,000
7	75,000
8	75,000
9	75,000
10	75,000
11	75,000
12	75,000
13	75,000
14	75,000
15	75,000
16	75,000
17	75,000
18	75,000
19	75,000
20	75,000
21	75,000
22	75,000
23	75,000
24	75,000
25	75,000
26	75,000
27	75,000
28	75,000
29	75,000
30	75,000
31	75,000
32	75,000
33	75,000
34	75,000
35	75,000
36	75,000
37	75,000
38	75,000
39	75,000
40	75,000
<b>Total</b>	
<b>3,000,000</b>	

## LIST OF GOODS

No	Items	Allocation of Proceeds (expressed in Kuwaiti Dinars)	Percentage of total Cost of item
1	Civil works	2,560,000	50.9%
2	Consultancy services for the Supervision of Works	381,000	33.3%
4	Contingencies	59,000	
Total		3,000,000	



Side Letter No. 1

THE REPUBLIC OF BENIN

Date: 10/10/2014

Kuwait Fund for Arab Economic Development  
P.O. Box 2921, Safat  
Kuwait, 13030

Dear Sirs:

**Sub : List of Goods to be financed from the Loan**

With reference to the Agreement between us, of even date herewith, for a Second Loan for the financing of Coastal Protection of the East Coast of Cotonou Project and amendment of the Loan Agreement signed between us on 17.12.2007, we attach herewith a List of Goods showing the items to be financed from the proceeds of the Loan.

Subject to the application of the said List of Goods, we confirm that the contents of Side Letter Nos. 1, 2 and 3 signed by both of us simultaneously with the Loan Agreement No. 754 dated 17.12.2007 shall remain unchanged and shall apply in relation to utilization of the proceeds of the aforementioned Second Loan and in relation to any contract financed out of the said proceeds.

Please confirm your agreement to the attached List of Goods and acceptance of the assurances stated above by signing the form of confirmation on the attached copy of this letter and returning it to us.

The Republic of Benin

By

(Authorized Representative)

**Confirmed:**

Kuwait Fund for Arab  
Economic Development

By:

(Authorized Representative)