African Facility Credit Agreement

(Third Structural Adjustment Credit)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
as ADMINISTRATOR of the
SPECIAL FACILITY FOR SUB-SAHARAN AFRICA

Dated June 5, 1987
AFRICAN FACILITY CREDIT AGREEMENT

AGREEMENT, dated \textit{June 5}, 1987, between REPUBLIC OF SENEGAL (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION as ADMINISTRATOR of the SPECIAL FACILITY FOR SUB-SAHARAN AFRICA (the Administrator).

WHEREAS (A) the Executive Directors of the International Development Association (IDA) have established by their Resolution No. IDA 85-1 of May 21, 1985, (the Resolution), a Special Facility for Sub-Saharan Africa (the African Facility) constituted by the funds which shall be contributed by the International Bank for Reconstruction and Development (the Bank) and other donors, and administered by IDA, acting as Administrator of the African Facility, for the purpose of, and in accordance with, the provisions of the Resolution;

(B) the Administrator has received a letter dated April 16, 1987 from the Borrower (the letter of Development Policy) describing a program of actions, objectives and policies designed to achieve structural adjustment of the Borrower's economy (the Program), declaring the Borrower's commitment to the execution of the Program and requesting assistance from the Administrator in the financing of urgently needed imports required during such execution and the Administrator has determined that such assistance would be in accordance with the provisions of the Resolution;

(C) the Borrower has also requested IDA to provide additional assistance towards the financing of the Program and, by an agreement of even date herewith between the Borrower and IDA (the Development Credit Agreement), IDA is agreeing to provide such assistance in an aggregate principal amount equivalent to thirty five million Special Drawing Rights (SDR 35,000,000) (the IDA Credit);

(D) the Borrower has also requested IDA as Administrator of Special Joint Financing from Switzerland (the Swiss Grant Administrator) to provide additional assistance in support of the Program under the Special Joint Financing Agreement for the Special African Facility and by an agreement (the Swiss Grant Agreement) to be entered into between the Borrower and the Swiss Grant Administrator, the Swiss Grant Administrator is agreeing to provide such assistance in an amount of twelve million Swiss Francs (SwF 12,000,000) (the Swiss Grant);
(E) the Borrower intends to seek additional funds from other donors to assist in financing the Program;

(F) the Borrower and the Administrator intend, to the extent practicable, that the proceeds of the African Facility Credit and of the Swiss Grant be disbursed before disbursements of the proceeds of the IDA Credit are made; and

WHEREAS the Administrator has agreed on the basis inter alia of the foregoing, to extend the African Facility Credit to the Borrower in three tranches upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the International Development Association, dated January 1, 1985, with the modifications set forth below (the General Conditions) constitute an integral part of this Agreement:

(a) the term "Association", when used in the General Conditions, means the International Development Association acting as Administrator of the African Facility, except in the phrase "member of the Association" in Sections 2.01 (5), 4.02 (b) and 6.02 (e) thereof;

(b) the terms "Development Credit Agreement", "Credit" and "Credit Account", when used in the General Conditions, are amended to read "African Facility Credit Agreement", "African Facility Credit" and "African Facility Credit Account", respectively;

(c) the last sentence of Section 3.02 and the second sentence of Section 5.01 are deleted; and

(d) in Sections 6.02 and 7.01, the term "Association" shall also include the International Development Association acting in its own capacity.

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the
Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) "Part II member of IDA" means a member of IDA with respect to which the terms and conditions of membership are those prescribed in the Articles of Agreement of IDA for countries whose names are listed in Part II of Schedule A to those Articles;

(b) "SITC" means the United Nations Standard International Trade classification, 1974 Revision (SITC, Rev. 2), published in Commodity Indexes for the Standard International Trade Classification, Revised, Statistical Papers, Series M, No. 38/Rev. 2 (1981);

(c) "CFAF" means the currency of the Borrower;

(d) "Special Account" means the account referred to in Section 2.02 (c) of this Agreement;

(e) "Central Bank" means the Banque Centrale des Etats de l'Afrique de l'Ouest;

(f) "SEM" means Société d'Economie Mixte, a joint stock corporation of which the Borrower is one of the shareholders; and

(g) "FY" means the Borrower's fiscal year which runs from July 1 to June 30.

ARTICLE II

The African Facility Credit

Section 2.01. The Administrator agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the African Facility Credit Agreement, an amount in various currencies equivalent to thirty one million one hundred thousand Special Drawing Rights (SDR 31,100,000).

Section 2.02. (a) The amount of the African Facility Credit may be withdrawn from the African Facility Credit Account in accordance with the provisions of Schedule 1 to this Agreement.

(b) Withdrawals shall be made only on account of expenditures for goods produced in the territories of: (i) any Part II member of IDA; and (ii) any country designated by the
Administrator as meeting the provisions set forth in paragraphs 4 (f) (ii) and (iii) of the Resolution.

(c) The Borrower shall, for the purposes of the Program, open and maintain in CFAF a special account in the Central Bank on terms and conditions satisfactory to the Administrator. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 4 to this Agreement.

Section 2.03. The Closing Date shall be December 31, 1988, or such later date as the Administrator shall establish. The Administrator shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to IDA a commitment charge at the rate of one-half of one percent (1/2 of 1%) per annum on the principal amount of the African Facility Credit not withdrawn from time to time. The commitment charge shall accrue from a date sixty days after the date of the African Facility Credit Agreement to the respective dates on which amounts shall be withdrawn by the Borrower from the African Facility Credit Account or shall be cancelled.

(b) The commitment charge shall be paid: (i) at such places as IDA shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to IDA a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the amount withdrawn from the African Facility Credit Account and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on May 1 and November 1 in each year.

Section 2.07. The Borrower shall repay to IDA the principal amount of the African Facility Credit in semiannual installments payable on May 1 and November 1 commencing November 1, 1997, and ending on November 1, 2007. Each installment to and including the installment payable on May 1, 2007, shall be one-half of one percent (1/2 of 1%) of such principal amount, and each installment
thereafter shall be one and one-half percent (1-1/2%) of such principal amount.

Section 2.08. The currency of the French Republic is hereby specified for the purposes of Section 4.02 of the General Conditions.

Section 2.09. (a) The National Director for Senegal of the Central Bank is designated as representative of the Borrower for the purposes of taking any action required or permitted to be taken under the provisions of Section 2.02 of this Agreement and Article V of the General Conditions.

(b) Without limitation or restriction to the foregoing, the Borrower hereby entrusts the Central Bank with responsibility for the preparation of withdrawal applications under the African Facility Credit and for the collection of the documents and other evidence to be furnished to the Administrator in support of such applications; such withdrawal applications shall to the extent practicable be consolidated so as to apply for withdrawal of aggregate amounts of not less than CFAF $300,000,000 equivalent.

ARTICLE III

Particular Covenants

Section 3.01. (a) The Borrower and the Administrator shall, from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program, the Borrower's arrangements to monitor such progress and the actions specified in Schedule 3 to this Agreement.

(b) Prior to each such exchange of views, the Borrower shall furnish to the Administrator for its review and comment a report on the progress achieved in carrying out the Program and such actions, in such detail as the Administrator shall reasonably request.

Section 3.02. Except as the Administrator shall otherwise agree, procurement of the goods required for the Program and to be financed out of the proceeds of the African Facility Credit shall be governed by the provisions of Schedule 2 to this Agreement, subject to the eligibility restrictions set forth in Section 2.02 (b) of this Agreement.
Section 3.03. (a) The Borrower shall 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 African Facility Credit.

(b) The Borrower shall:

(i) have the records and accounts referred to in paragraph (a) of this Section including those for the Special Account for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Administrator;

(ii) furnish to the Administrator, as soon as available, but in any case not later than four months after the end of each such year, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Administrator shall have reasonably requested; and

(iii) furnish to the Administrator such other information concerning said records and accounts and the audit thereof as the Administrator shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the African Facility Credit Account were made on the basis of statements of expenditure, the Borrower shall:

(i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;

(ii) retain, until at least one year after the Administrator has received the audit report for the fiscal year in which the last withdrawal from the African Facility Credit Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Administrator's representatives to examine such records; and
(iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

ARTICLE IV

Remedies of the Administrator

Section 4.01. Pursuant to Section 6.02 (h) of the General Conditions, the following additional events are specified:

(a) an event has occurred which shall make it improbable that the Program, or a significant part thereof, will be carried out;

(b) (i) subject to sub-paragraph (ii) of this paragraph:

(A) the right of the Borrower to withdraw the proceeds of any grant, loan or credit (including the IDA Credit and the Swiss Grant) made to the Borrower for the financing of the Program shall have been suspended, cancelled or terminated, in whole or in part, pursuant to the terms of the agreements providing therefor, or

(B) any such loan or credit shall have become due and payable prior to the agreed maturity thereof;

(ii) sub-paragraph (i) of this paragraph shall not apply if the Borrower establishes to the satisfaction of the Administrator that:

(A) such suspension, cancellation, termination or prematuring is not caused by the failure of the Borrower to perform any of its obligations under such agreements, and
(B) adequate funds for the Program are available to the Borrower from other sources on terms and conditions consistent with the obligations of the Borrower under this Agreement.

Section 4.02. Pursuant to Section 7.01 (d) of the General Conditions, the following additional event is specified, namely, that the event specified in paragraph (b)(i)(B) of Section 4.01 of this Agreement shall occur, subject to the proviso of subparagraph (ii) of that paragraph.

ARTICLE V

Effective Date; Termination; Designation of Administrator

Section 5.01. The following event is specified as an additional condition to the effectiveness of the African Facility Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions, namely, that all conditions precedent to the effectiveness of the Development Credit Agreement have been fulfilled.

Section 5.02. The date sixty (60) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 5.03. In the event that the Executive Directors of IDA decide to terminate the functions of IDA as Administrator of the African Facility pursuant to paragraph 10 of the Resolution, the Administrator may, by notice to the Borrower, designate another party which, on the date specified in such notice, shall assume part or all of the rights and obligations of the Administrator under this Agreement in accordance with the Resolution and such decision of the Executive Directors, as specified in such notice.

ARTICLE VI

Representatives of the Borrower; Addresses

Section 6.01. Except as provided in Section 2.09 of this Agreement, the Borrower's Minister responsible for Finance and Secretary of State to said Minister are designated as
representatives of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions.

For the Borrower:

Ministère de l'Economie et des Finances
Rue Charles Lainé
B.P. 4017
Dakar
République du Sénégal

Cable address: MINIFINANCES
Telex: 3203 SG Dakar

For the Administrator:

Administrator of the African Facility
(International Development Association)
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address: INDEVAS
Telex: 440098 (ITT)
Washington, D.C. 248423 (RCA) or 64145 (WUI)
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF SENEGAL

By /s/ Falilou Kane
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
as ADMINISTRATOR of the SPECIAL FACILITY
FOR SUB-SAHARAN AFRICA

By /s/ Edward V. K. Jaycox
Regional Vice President
Africa
SCHEDULE 1

Withdrawal of the Proceeds
of the African Facility Credit

1. Subject to the provisions set forth or referred to in this Schedule, the proceeds of the African Facility Credit may be withdrawn from the African Facility Credit Account for expenditures made (or, if the Administrator shall so agree, to be made) in respect of the reasonable cost of goods required during the execution of the Program and to be financed out of such proceeds.

2. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:

(a) expenditures for goods included in the following SITC groups or sub-groups:

<table>
<thead>
<tr>
<th>Group</th>
<th>Sub-group</th>
<th>Description of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td>-</td>
<td>Alcoholic beverages</td>
</tr>
<tr>
<td>121</td>
<td>-</td>
<td>Tobacco, unmanufactured tobacco refuse</td>
</tr>
<tr>
<td>122</td>
<td>-</td>
<td>Tobacco, manufactured</td>
</tr>
<tr>
<td>667</td>
<td>-</td>
<td>Pearls, precious and semi-precious stones, unworked or worked</td>
</tr>
<tr>
<td>688</td>
<td>-</td>
<td>Uranium depleted in U235 and thorium, and their alloys, unwrought or wrought, and articles therefor, n.e.s.; waste and scrap of uranium depleted in U235 and of thorium</td>
</tr>
<tr>
<td>Group</td>
<td>Sub-group</td>
<td>Description of Items</td>
</tr>
<tr>
<td>-------</td>
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</tr>
<tr>
<td>718</td>
<td>718.7</td>
<td>Nuclear reactors, and parts thereof, n.e.s.</td>
</tr>
<tr>
<td>897</td>
<td>897.3</td>
<td>Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)</td>
</tr>
<tr>
<td></td>
<td>971.0</td>
<td>Gold, non-monetary (excluding gold ores and concentrates)</td>
</tr>
</tbody>
</table>

(b) expenditures in the currency of the Borrower or for goods supplied from the territory of the Borrower; provided however, that if the currency of the Borrower is also that of another country from the territory of which goods are supplied, expenditures in such currency for such goods shall be eligible for financing out of the proceeds of the African Facility Credit;

(c) payments made for expenditures prior to March 1, 1987;

(d) expenditures for goods procured under contracts costing less than $10,000 equivalent;

(e) expenditures for goods supplied under a contract which any national or international financing institution or agency, other than the Administrator, shall have financed or agreed to finance;

(f) expenditures for goods intended for a military or paramilitary purpose or for luxury consumption; and

(g) expenditures in excess of an aggregate amount equivalent to SDR 7,800,000 for petroleum products and SDR 7,800,000 for foodstuffs.

3. No withdrawal shall be made and no commitment shall be entered into to pay amounts to the Borrower or others in respect of expenditures to be financed out of the proceeds of the Credit and the African Facility Credit after the amount of the proceeds of the Credit and the African Facility Credit withdrawn from the
Credit Account and the African Facility Credit Account and the total amount of such commitments shall have reached in the aggregate the equivalent of SDR 23,500,000 and SDR 44,800,000 respectively, unless the Administrator shall be satisfied in each case, after the corresponding exchange of views as described in Section 3.01 of this Agreement:

(a) with the progress achieved by the Borrower in the carrying out of the Program; and

(b) that the corresponding actions described in Schedule 3 to this Agreement have been taken and are satisfactory to the Administrator.

4. If, after any such exchange of views, the Administrator is not so satisfied and this situation shall not be rectified by the Borrower within 90 days after notice thereof by the Administrator, then the Administrator may, by notice to the Borrower, cancel the amount of the African Facility Credit unwithdrawn from the African Facility Credit Account or any part thereof.
1. Except as provided in paragraph 2 hereof and subject to the eligibility restrictions set forth in Section 2.02 (b) of this Agreement, contracts for the procurement of goods shall be awarded through international competitive bidding in accordance with procedures consistent with those set forth in Sections I and II of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 1985 (the Guidelines) subject to the following modifications:

(a) Paragraph 2.8 of the Guidelines is deleted and the following is substituted therefor:

"2.8 Notification and Advertising

The international community should be notified in a timely manner of the opportunity to bid. This will be done by advertising invitations to apply for inclusion in a bidder's invitation list, to apply for prequalification, or to bid; such advertisements should be placed in at least one newspaper of general circulation in the Borrower's country and, in addition, in at least one of the following forms:

(i) a notice in the United Nations publication, Development Forum, Business Edition; or

(ii) an advertisement in a newspaper, periodical or technical journal of wide international circulation; or

(iii) a notice to local representatives of the countries and territories eligible pursuant to Section 2.02 (b) of this Agreement, that are potential suppliers of the goods required."

(b) The following is added at the end of paragraph 2.21 of the Guidelines:

"As a further alternative, bidding documents may require the bidder to state the bid price in a single currency widely used in international trade and specified in the bidding documents."
(c) Paragraphs 2.55 and 2.56 of the Guidelines are deleted.

(d) All references in the Guidelines to the Bank and to loans shall be deemed to be references to the Administrator and to the African Facility Credit, respectively.

2. The eligibility requirements set forth in Section 2.02 (b) of this Agreement shall be stated in the tender or prequalification documents for the procurement of goods pursuant to paragraph 1 hereof.

3. (a) Contracts for goods to be procured by private entities and contracts for foodstuffs and petroleum products commonly traded in the international market may be awarded on the basis of the normal procurement procedures of the purchaser of such goods.

(b) Contracts for goods to be procured by the Borrower, its political subdivisions or state-owned enterprises estimated to cost less than $1,000,000 equivalent each may be awarded on the basis of the normal procurement procedures of the purchaser of such goods, such procedures to be satisfactory to the Administrator.

4. With respect to each contract referred to in paragraph 1 of this Schedule, the Borrower shall furnish to the Administrator, prior to the submission to the Administrator of the first application for withdrawal of funds from the African Facility Credit Account in respect of such contract, two conformed copies of such contract, together with the analysis of the respective bids and recommendations for award, a description of the advertising and tendering procedures followed and such other information as the Administrator shall reasonably request.

5. With respect to each contract referred to in paragraph 3 of this Schedule, the Borrower shall furnish to the Administrator, prior to the submission to the Administrator of the first application for withdrawal of funds from the African Facility Credit Account in respect thereof, such documentation and information as the Administrator may reasonably request to support withdrawal applications in respect of such contract.

6. Notwithstanding the provisions of paragraphs 4 and 5 of this Schedule, where payments under a contract are to be made out of the proceeds of the Special Account, the copies of such contract or the documentation and the information to be furnished to the
Administrator, pursuant to the provisions of paragraph 4 or paragraph 5 of this Schedule, as the case may be, shall be furnished to the Administrator as part of the evidence required under paragraph 4 of Schedule 4 to this Agreement.

7. The provisions of the preceding paragraphs 4, 5 and 6 shall not apply to contracts on account of which the Administrator has authorized withdrawals from the African Facility Credit Account on the basis of statements of expenditure. Such contracts shall be retained in accordance with Section 3.03 (c) (ii) of this Agreement.
SCHEDULE 3

Actions Referred to in Paragraph 3 (b) of Schedule 1 to this Agreement

A. For the purpose of the release of the Second Tranche:

1. The Borrower has: (a) offered for sale all its shares in the following SEMs: Berliet-Sénégal, HAMO, SPHU-Teranga, VACAP, SAIH-Ngor and SPT; (b) offered for sale part of its shares in the following SEMs: SERAS, Salins du Sine Saloum, Dakar-Marine and SICAP; and (c) identified a group of at least ten other SEMs to be privatized.

2. The liquidation of seven SEMs (Bud-Sénégal, COSENA, SNPT, Sénémmétallurgie, SSE, SEGI and SOSEPRA) and two Etablissements Publics (STN and SONAR) has been completed.

3. The Borrower has prepared an action program to implement the recommendations resulting from the study on agricultural prices and incentives.

4. The Borrower has started the implementation of the action program to change the scope of application of the system of Valeurs Mercuriales.

5. The Borrower has prepared an action program to review the Conventions Spéciales in effect.

6. The revised Investment Code has been submitted to the National Assembly.

7. The operation of the export subsidy system has been reviewed, the level of the export subsidy has been reviewed and set, and the operation of the duty drawback system has been reviewed.

8. The rehabilitation plan of BNDS is being implemented in accordance with the program adopted by the monetary authorities (Ministry of Economy and Finance and Central Bank).

9. The Borrower has increased the minimum amount legally required for the capital of banks.

10. The Fonds de Réinsertion has become operational.
B. For the purpose of the release of the Third Tranche.

1. The Borrower has fulfilled its financial obligations for the first half of FY 1987-88 under all contrats-plans with public enterprises in effect for that year, in accordance with the timetable established as of June 30, 1987.

2. The Borrower has submitted the three-year Public Investment Program 1988-89/1990-91 to the Administrator, which has approved it on the basis of mutually agreed evaluation criteria.

3. The total number of the Borrower's employees (including permanent civil servants and contractual employees) in FY 1987/88 does not exceed the number employed as of June 30, 1987, or a maximum of 68,000.

4. Provisional national accounts in current prices have been prepared for calendar years 1982 through 1986.

5. The implementation of the action program on agricultural prices and incentives has started.

6. The action program to improve the efficiency of the SONACOS group has been prepared on the basis of an operational audit (technical, financial and management audit).

7. Draft laws revising the customs tariffs and modifying tariffs per destination (Tarifs de Précision) have been submitted to the National Assembly in order to enable said tariffs to become effective on July 1, 1988.

8. The Borrower has adopted such recommendations of the studies on employment and the labor market as shall have been satisfactory to the Borrower.

9. The Borrower has formulated a population policy and specified the means for its implementation.
SCHEDULE 4

Special Account

1. For the purposes of this Schedule:

   (a) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods required during the execution of the Program and to be financed out of the proceeds of the African Facility Credit in accordance with the provisions of Schedule 1 to this Agreement; and

   (b) the term "Authorized Allocation" means an amount equivalent to SDR 3,900,000 to be withdrawn from the African Facility Credit Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule.

2. Except as the Administrator shall otherwise agree, payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Administrator has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account may be made as follows:

   (a) On the basis of a request or requests by the Borrower for a deposit or deposits which add up to the aggregate amount of the Authorized Allocation, the Administrator shall, on behalf of the Borrower, withdraw from the African Facility Credit Account and deposit into the Special Account such amount or amounts as the Borrower shall have requested.

   (b) The Borrower shall furnish to the Administrator requests for replenishment of the Special Account at such intervals as the Administrator shall specify. On the basis of such requests, the Administrator shall withdraw from the African Facility Credit Account and deposit into the Special Account such amounts as shall be required to replenish the Special Account with amounts not exceeding the amount of payments made out of the Special Account for eligible expenditures. Each such deposit shall be withdrawn by the Administrator from the African Facility Credit Account in the respective equivalent amounts as shall have been justified by the evidence supporting the request for such deposit furnished pursuant to paragraph 4 of this Schedule.
4. For each payment made by the Borrower out of the Special Account for which the Borrower requests replenishment pursuant to paragraph 3 (b) of this Schedule, the Borrower shall furnish to the Administrator, prior to or at the time of such request, such documents and other evidence as the Administrator shall reasonably request, showing that such payment was made for eligible expenditures.

5. (a) Notwithstanding the provisions of paragraph 3 of this Schedule, no further deposit into the Special Account shall be made by the Administrator when either of the following situations first arises:

(i) the Administrator shall have determined that all further withdrawals can be made by the Borrower directly from the African Facility Credit Account in accordance with the provisions of paragraph (a) of Section 2.02 of this Agreement; or

(ii) the total unwithdrawn amount of the African Facility Credit, minus the amount of any outstanding special commitment entered into by the Administrator pursuant to Section 5.02 of the General Conditions with respect to the Program, shall be equal to the equivalent of twice the amount of the Authorized Allocation.

(b) Thereafter, withdrawal from the African Facility Credit Account of the remaining unwithdrawn amount of the African Facility Credit shall follow such procedures as the Administrator shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Administrator shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Administrator shall have determined at any time that any payment out of the Special Account: (i) was made for any expenditure or in any amount not eligible pursuant to paragraph 2 of this Schedule, or (ii) was not justified by the evidence furnished pursuant to paragraph 4 of this Schedule, the Borrower shall, promptly upon notice from the Administrator, deposit into the Special Account (or, if the Administrator shall so request, refund to the Administrator) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. No
further deposit by the Administrator into the Special Account shall be made until the Borrower has made such deposit or refund.

(b) If the Administrator shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Administrator, refund to the Administrator such outstanding amount for crediting to the African Facility Credit Account.