

CONFORMED COPY

CREDIT NUMBER 4579-SN

Agreement Providing for Amendment and Restatement of the Financing Agreement

(Dakar Diamniadio Toll Highway Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 29, 2010

CREDIT NUMBER 4579-SN

**AGREEMENT PROVIDING FOR
AMENDMENT AND RESTATEMENT OF
THE FINANCING AGREEMENT**

AGREEMENT dated December 29, 2010 between REPUBLIC OF SENEGAL (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) (the Agreement to Amend and Restate the Financing Agreement).

WHEREAS the Recipient and the Association have agreed to amend and restate the Financing Agreement (the “FA”) dated October 13, 2009 between the Recipient and the Association, in the manner hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Section 1.01. As of, and with effect from, the effective date of this Agreement pursuant to Section 1.02 hereof, the FA shall be (and is hereby) amended and restated in the form set out in the Annex hereto.

Section 1.02. This Agreement shall not become effective until the execution and delivery hereof by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Dakar, Republic of Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By /s/ Abdoulaye Diop

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Habib Fetini

Authorized Representative

ANNEX
To Agreement providing for Amendment and Restatement of the
Financing Agreement

CREDIT NUMBER 4579-SN

Financing Agreement

(Dakar Diamniadio Toll Highway Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated October 13, 2009

CREDIT NUMBER 4579-SN

FINANCING AGREEMENT

AGREEMENT dated October 13, 2009, entered into between THE REPUBLIC OF SENEGAL (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to seventy-one million two hundred thousand Special Drawing Rights (SDR 71,200,000) (variously, “Credit” and “Financing”) to assist in financing Parts B.1, B.2 and parts of Parts C and D of the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

- 2.07. The Payment Currency is the Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause the Project to be carried out through the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) The Project Implementing Entity Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of such entity to perform any of its obligations under the Project.
 - (b) The Replacement Landfill has ceased to operate in accordance with Replacement Landfill Management Contract and has not been replaced by an alternative, fully operational, solution satisfactory to the Association, as confirmed in writing by the Association, including compliance with the Association's social and environmental safeguard policies.
 - (c) Either party to the Concession Agreement has committed a material breach of its obligations thereunder, whether payment-related or otherwise.
 - (d) As a result of events which have occurred after the date of the Financing Agreement, an extraordinary situation shall have arisen which shall make it improbable that AGETIP or APIX will be able to perform their respective obligations under the Project.
 - (e) As a result of events which have occurred after the date of the Financing Agreement, an extraordinary situation shall have arisen which shall make

it improbable that the Concessionaire will be able to perform its obligations under the Project or the Concession Agreement.

- (f) The Concessionaire has not executed and delivered the financing arrangements in form and substance satisfactory to the Association, for the aggregate amount of financing required under the terms of the Concession Agreement prior to November 30, 2010.

4.02. The Additional Events of Acceleration consist of the following:

- (a) The event specified in paragraph (b) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
- (b) The Co-financing Agreements have been executed and delivered in form and substance satisfactory to the Association and all conditions precedent to their respective effectiveness or to the right and ability of the Recipient to make withdrawals under such Co-financing Agreements (other than the effectiveness of this Agreement), have been fulfilled.
- (c) The Recipient has either paid or secured funds for payment in an aggregate amount equal to FCFA 8 billion in a segregated account in form and substance satisfactory to the Association for the amounts owed by the Recipient for the compensation of Displaced Persons affected by the Phase 1 Highway Work and the Phase 2 Highway Work.
- (d) The Recipient has either paid or secured funds for payment in an aggregate amount equal to FCFA 15.7 billion in a segregated account in form and substance satisfactory to the Association for the amounts owed by the Recipient for the compensation of Displaced Persons affected by: (i) the Resettlement Site Work; and (ii) compensation of Displaced Persons affected by the Phase 3 Highway Work.

- (e) The Recipient has signed a written agreement in form and substance satisfactory to the Association with a private operator (the “Private Operator”) for the establishment and operation of the Replacement Landfill and for its timely and effective opening and management (the “Replacement Landfill Management Contract”).
- (f) The Recipient has adopted a Project Implementation Manual, and an Administrative, Financial and Accounting Procedures Manual, in each case, in form and substance satisfactory to the Association.
- (g) APIX and the Directorate of Water and Forests have signed the Mbao Forest Protocol, in form and substance satisfactory to the Association.
- (h) The Concession Agreement has been executed by the Recipient and the Concessionaire in form and substance satisfactory to the Association.
- (i) The Recipient has established through APIX an independent international environmental and social panel of experts including an environmental management and a resettlement advisor, in form and substance and with resources and functions satisfactory to the Association, that will participate in the monitoring and evaluation of the implementation of the Social and Environmental Safeguard Instruments.

5.02. The Additional Legal Matters consist of the following:

- (a) The Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- (b) The Concession Agreement has been duly authorized or ratified by the Recipient and the Concessionaire and is legally binding upon the Recipient and the Concessionaire in accordance with its terms.
- (c) The Replacement Landfill Management Contract has been duly authorized or ratified by the Recipient and the Private Operator and is legally binding upon the Recipient and the Private Operator in accordance with its terms.

5.03. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.

- 5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the Minister in charge of finance.

- 6.02. The Recipient's Address is:

Ministry of Economy and Finance
Rue René N'diaye
B.P. 4017
Dakar
Senegal

Cable address:	Telex:	Fascimile:
MINIFINANCES Dakar	3203 G	221-821-1630

- 6.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

THE REPUBLIC OF SENEGAL

By: */s/ Abdoulaye Diop*
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: */s/ Habib M. Fetini*
Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) improve mobility between Dakar and Diamniadio; and (ii) provide communities affected by the construction of the highway access to basic social and economic services.

The Project consists of the following parts:

Component A: Road infrastructure

Financed by AFD, BAD, the Recipient and the Concessionaire:

Implementation of the highway construction, management and maintenance program which is part of the DDTH, as set forth in the Concession Agreement between the Recipient and the Concessionaire.

Component B: Clearing of right of way of DDTH and urban development of Resettlement Site

1. Financed by the Association and AFD:

Urban development of the Resettlement Site, including construction of dwellings, a surface storm water system, a gravitational water sanitation system, a road network, and public health, education and sports facilities, all through the provision of works, equipment and technical assistance.

2. Financed by the Association:

- (a) Remediation of the Resettlement Site by closing the Mbeubeuss Landfill pursuant to the Mbeubeuss Landfill Closing Plan to prevent future contamination, through the provision of works, technical assistance, and equipment.
- (b) Implementation of the Mbao Forest Action Plan.
- (c) Financing of part of the cash compensation for the Displaced Persons affected by the Phase 4 Works.

3. Financed by the Recipient :

Clearing of right of way for the DDTH and the Resettlement Site Work, through the provision of works and the financing of cash compensation to the Displaced Persons, including, without limitation, the Displaced Persons affected by the closing of the Mbeubeuss Landfill.

Component C: Urban restructuring of *Pikine Irrégulier Sud*

1. Financed by the Recipient, the Association and AFD:

Urban restructuring of the PIS area to: (i) provide incentive and a framework for securing land ownership titles for current residents; (ii) improve the living conditions of the inhabitants; (iii) support access to basic services such as water, health care and education; and (iv) provide better access to the area, through the provision of works, equipment and technical assistance.

2. Financed by the Recipient:

Clearing of right of way for the urban restructuring works of the PIS area, through the provision of works and the financing of cash compensation to the Displaced Persons.

Component D: Project implementation

Financed by the Association:

Coordination, monitoring and evaluation and supervision of the Project activities and implementation of Project communication and social supporting and guiding activities under the Project, by APIX through the provision of Operating Costs, equipment and Training.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall maintain, at all times during Project implementation, in form and substance and with resources and functions satisfactory to the Association, including with staff with qualifications, experience and terms of reference satisfactory to the Association:
 - (a) APIX which shall be responsible for: (i) coordination, supervision, monitoring and evaluation of Project implementation; (ii) day-to-day Project implementation of Parts A and D of the Project; and (iii) financial management and procurement activities for the Project; and
 - (b) within APIX, the DDTH Program Unit, the Works Unit, the Environmental and Social Unit and the DDTH Resettlement Unit.
2. The Recipient and APIX shall ensure that at all times during Project implementation, the DDTH Resettlement Unit and the Environmental and Social Unit shall work in close coordination and under a common management unit and shall closely coordinate with the APIX Field Office, the local liaison committees, resettlement urban committees, and implementing and monitoring partners.
3. The Recipient shall maintain, at all times during Project implementation, AGETIP which shall be responsible for the day-to-day implementation of Parts B.1 and C of the Project. To this end, the Recipient shall maintain AGETIP and the AGETIP Special Unit in form and substance and with resources and functions satisfactory to the Association, including staff from AGETIP, all with qualifications, experience and terms of reference satisfactory to the Association. The AGETIP Special Unit shall work full-time on Parts B and C of the Project and AGETIP shall be responsible for validating technical studies and supervising civil works.
4. The Recipient shall ensure that AGETIP and APIX sign the necessary Implementation Agreements for the implementation of AGETIP's part of the Project and that APIX and AGETIP shall carry out the Project in accordance with such Implementation Agreements and except as the Association shall otherwise

agree, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof.

5. The Recipient shall: (i) carry out and ensure that the Concessionaire carries out the Project in accordance with the Concession Agreement, including, without limitation, all financial obligations set forth therein; and except as the Association shall otherwise agree, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof; and (ii) monitor and evaluate the progress made under the Concession Agreement and inform the Association of such progress as part of the Project Reports.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall enter into a subsidiary agreement with the Project Implementing Entity, providing such Project Implementing Entity with the necessary resources and authority to implement its Part of the Project, under terms and conditions approved by the Association (“Subsidiary Agreement”).
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Anti-Corruption

The Recipient shall ensure that the portion of the Project financed out of the proceeds of the Financing is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the guidelines, procedures, recommendations, and other specifications set forth in the Basic Social and Environmental Safeguard Instruments, and, except as the Association shall otherwise agree in writing, shall not amend or waive any provision of the aforementioned documents.
2. The Recipient shall, for purposes of each Subproject and including wherever required under the terms of any of the Basic Social and Environmental Safeguard

Instruments, proceed, and have the Concessionaire, AGETIP and APIX proceed, where applicable, to have any one or more Supplemental Social and Environmental Safeguard Instruments: a) developed; b) submitted to the Association for review and approval; and c) thereafter adopted, prior to implementation of the Subproject.

3. The Recipient shall ensure that the Project is implemented in accordance with the guidelines, procedures, recommendations, and other specifications set forth in each of the Supplemental Social and Environmental Safeguard Instruments, and, except as the Association shall otherwise agree, shall not amend or waive any provision of the aforementioned documents.
4. The Recipient shall take the necessary measures so that APIX ensure the overall quality control of the environmental and social aspects of the Project through the review and clearance of the instruments described in paragraph 2 of this Section I.D and validation of the environmental and social audits to be submitted at the end of the execution of the works.
5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association on a quarterly basis reports on the status of compliance with the Social and Environmental Safeguard Instruments giving details of:
 - (a) measures taken in furtherance of such Social and Environmental Safeguard Instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Social and Environmental Safeguard Instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions.

E. Manual

Except as the Association shall otherwise agree, the Recipient shall: (i) carry out the Project in accordance with the Project Implementation Manual and the Administrative, Financial, and Accounting Procedures Manual, referred to in Section 5.01 (f) of this Agreement; and (ii) except as the Association shall otherwise agree in writing, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof. In the event of any inconsistency between this Agreement, on the one hand, and the

Project Implementation Manual or the Administrative, Financial, and Accounting Procedures Manual, on the other hand, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - (i) The average travel time between Dakar and Diamniadio;
 - (ii) volume of traffic on DDTH;
 - (iii) number of people within 150 meters of an appropriate (asphalted) all year round road in PIS;
 - (iv) the percentage of surface area liable to flooding in PIS;
 - (v) the percentage of displaced children in PIS and the Resettlement Site sent to school; and
 - (vi) the degree population displaced satisfied with relocation services.
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than December 31, 2015.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than 45 days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient commencing with the fiscal year in which the first withdrawal under the Project Preparation Advance was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines, providing for domestic preference in the evaluation of bids, shall apply to goods manufactured in the territory of the Recipient and works to be carried out by domestic contractors.

2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method	
(a)	National Competitive Bidding (*)
(b)	Limited International Bidding
(c)	Shopping
(d)	Direct Contracting

(*) Subject to complementing the rules applicable to National Competitive Bidding to ensure that: (i) bids are advertised in national newspapers with wide circulation; (ii) bid evaluation, bidder qualification and award criteria are specified clearly in the bidding documents; (iii) bidders are given adequate response time (minimum four weeks) to prepare and submit bids; (iv) bids are awarded to the lowest evaluated bidder provided that this bidder is qualified; (v) eligible bidders, including foreign bidders, are not precluded from participating; and (vi) no preference margin is granted to domestic contractors.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method	
(a)	Quality Based Selection
(b)	Least Cost Selection
(c)	Selection based on Consultants' Qualifications
(d)	Single Source Selection
(e)	Selection of Individual Consultants

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, Training, Cash Compensation and consultants' services for Part B of the Project	39,700,000	90%
(2) Goods, works, (other than Road and Drainage Works), Training and consultants' services for Part C of the Project	4,950,000	90%
(3) Road and Drainage Works, for Part C of the Project	13,550,000	90%
(4) Goods, Training, Operating Costs, audits and consultants' services for Part D of the Project	9,550,000	100%
(5) Refund of Project Preparation Advance	1,100,000	Amount payable pursuant to Section 2.07 of the General Conditions
(6) Unallocated	2,350,000	
TOTAL AMOUNT	71,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed DTS 6,800,000 equivalent may be made for payments made prior to this date but on or after July 1, 2008, for Eligible Expenditures; or
 - (b) under Category (3) for any Road and Drainage Works unless the Recipient has fully complied with the requirements of the Social and Environmental Safeguard Instruments, as confirmed in writing by the Association.
2. The Closing Date is July 31, 2015.

Section V. Other Undertakings

1. The Recipient shall recruit, no later than six months after the Effective Date, the external auditors referred to in Section 4.09 (b) of the General Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the Association.
2. APIX shall submit to the Association by November 30 of each year annual budgeted work plans for the activities of the Project in form and substance satisfactory to the Association.
3. The Recipient shall have paid all undisputed amounts outstanding to its contractors for construction of the Phase 1 Highway Work and the Phase 2 Highway Work by no later than September 30, 2011.
4. The Recipient shall ensure that the requirements set forth in the Social and Environmental Safeguard Instruments have been fully complied with in a manner satisfactory to the Association as confirmed in writing by the Association prior to the commencement of each of the Phase 3 Works and the Phase 4 Works.

5. The Recipient shall have either paid or secured funds for payment in an aggregate amount equal to FCFA 18 billion in a segregated account in form and substance satisfactory to the Association for the amounts owed by the Recipient for compensation of Displaced Persons affected by the Phase 4 Highway Work, by no later than April 30, 2011.
6. The Recipient shall have opened by no later than March 31, 2011, a fully operational Replacement Landfill designed and constructed in a manner satisfactory to the Association and in full compliance with the Association's environmental and social safeguard policies.
7. The Recipient shall ensure that no Subproject that would cause the effective resettlement of Displaced Persons to the Resettlement Site shall be commenced under the Project prior to: (i) the Mbeubeuss Landfill reaching Non-Operational Status; and (ii) the existence of a Functioning Resettlement Site.
8. The Recipient shall ensure that: (i) the Mbeubeuss Landfill be closed to the general public and cease to be receiving and openly burning waste ("Non-Operational Status") by no later than December 31, 2011; and (ii) the Mbeubeuss Landfill not reach such Non-Operational Status prior to the satisfaction of the requirements set forth in Section V.6 of Schedule 2 to this Agreement regarding the availability of a Replacement Landfill.
9. The Recipient shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project and shall for the purposes of the Project:
 - (a) require APIX to open and maintain, until the completion of the Project, an account in FCFA at a commercial bank acceptable to the Association (the Project Account), on terms and conditions satisfactory to the Association;
 - (b) deposit into the Project Account an initial amount: (i) in the amount of FCFA 10.2 billion by December 31, 2010; (ii) in the amount of FCFA 17.8 billion by December 31, 2011; (iii) in the amount of FCAF 9.6 billion by December 31, 2012; and (iv) in the amount of FCAF 39 million by December 31, 2013.
10. After prior submission of relevant documentation to the Association for review, the Recipient shall have put in place through APIX by no later than three months after the Effective Date, and shall implement throughout the duration of the Project, the following measures to reinforce its capacity to manage the process

involving Displaced Persons, all in form and substance satisfactory to the Association:

- (i) elaboration of a social communication strategy giving more voice to the Displaced Persons and setting up a more rapid and time-bound response mechanism to their queries;
 - (ii) development and dissemination in a manner accessible to Displaced Persons of a detailed description of the mechanism for negotiation of compensations and the general grievance resolution mechanism (including, without limitation, clear identification of the various empowered entities involved in these processes); and
 - (iii) strengthening of the monitoring and evaluation system for resettlement issues with a special emphasis on monitoring compensation payments, livelihood restoration and grievance resolution.
11. By no later than two months after the Effective Date, the Recipient shall have recruited through APIX two (2) non-governmental organizations in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the Association, to facilitate the social mobilization process related to Phase 1 Highway Work and the Project.
12. The Recipient shall have put in place through APIX by no later than six months after the Effective Date, and shall maintain at all times during Project implementation, the following measures to reinforce its capacity to manage the process involving Displaced Persons:
- (i) The establishment of the APIX Field Office, in form and substance and with resources and functions satisfactory to the Association, including a sociologist, an urbanist, a monitoring and evaluation specialist, a communication specialist, a database manager, and a team assistant all recruited in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the Association.
 - (ii) The establishment at the communal level of five Local Liaison Committees comprising 3 to 5 persons each, in form and substance and with resources and functions satisfactory to the Association, to liaise with the Displaced Persons and ensure that their rights

(complaints and/or dissatisfaction) are understood, taken into account and handled in a time-bound manner.

- (iii) The establishment at the quarter's level of ten Urban Reinstallation Committees representing affected local residents, in form and substance and with resources and functions satisfactory to the Association.
 - (iv) The establishment of the DDTH Resettlement Unit in form and substance and with resources and functions satisfactory to the Association.
13. The Recipient shall ensure that AGETIP shall have established by no later than six months after the Effective Date, and shall maintain at all times during Project implementation, a Special Unit (the "AGETIP Special Unit") in form and substance and with resources and functions satisfactory to the Association, including at least the following staff all recruited in accordance with Section III of Schedule 2 of this Agreement and with qualifications, experience and terms of reference satisfactory to the Association: (i) a unit leader in the person of a civil engineer with at least 15 years of experience in road civil works; (ii) three civil engineers and one water engineer, each with at least 10 years of experience in their respective fields; (iii) an architect; (iv) a monitoring and evaluation specialist; (v) a communication specialist; (vi) an environmentalist; and (vii) a team assistant.
14. The Recipient shall have adopted the Mbeubeuss Landfill Closing Plan, in form and substance satisfactory to the Association by no later than March 31, 2011.
15. The Recipient shall have established a Functioning Resettlement Site by no later than June 30, 2012.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2019 to and including March 15, 2029	1
commencing September 15, 2029 to and including March 15, 2049	2

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

APPENDIX

Definitions

1. “Administrative, Financial, and Accounting Procedures Manual” (*Manuel des procédures administratives, financières, et comptables*) means the manual to be adopted by the Recipient pursuant to Section 5.01(f) of this Agreement, outlining administrative, financial management, and accounting arrangements, as shall have been agreed with the Association for purposes of Project implementation and shall be applied by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior approval of the Association, and such term includes any schedules to the Administrative, Financial, and Accounting Procedures Manual.
2. “AFD” means *Agence Française de Développement* (French Development Agency).
3. “AGETIP” means *Agence d’Exécution des Travaux d’Intérêt Public*, the Recipient’s Public Interest Works Implementing Agency, an entity established and operating under the AGETIP Legislation.
4. “AGETIP Legislation” means the Law of the Recipient dated July 1, 1901 and the statutes dated August 24, 2004.
5. “AGETIP Special Unit” has the meaning set forth in Section V.13 of Schedule 2 to this Agreement.
6. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
7. “APIX” means APIX, s.a., a limited liability corporation established and operating under the APIX Legislation and which is responsible for the investment promotion activities in the Recipient’s territory.
8. “APIX Field Office” means the APIX field office located in the Project zone.
9. “APIX Legislation” means, collectively, the Law 2007-13 of the Recipient dated December 31, 2007, the Decree 2007-1591 of the Recipient dated December 31, 2007 and the APIX by-laws dated December 27, 2007.

10. “BAD” means *Banque Africaine de Développement*, the African Development Bank.
11. “Basic Social and Environmental Safeguard Instruments” means, collectively, the social and environmental safeguard documents listed in the Annex to this Appendix.
12. “Cash Compensation” means the compensation in cash to be paid to Displaced Persons affected by the Phase 4 Highway Works.
13. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
14. “Co-financiers” means, collectively, BAD, and AFD, referred to in paragraphs 10 and 2 of the Appendix to the General Conditions.
15. “Co-financing” means an amount of approximately USD 129 million equivalent, to be provided by the Co-financiers to assist in financing the Project.
16. “Co-financing Agreements” means, collectively, the agreements to be entered into between the Recipient and the Co-financiers providing for the Co-financing.
17. “Concession Agreement” means the concession agreement satisfactory to the Association, to be entered into between the Recipient and the Concessionaire for the construction of Phase 3 Highway Work and Phase 4 Highway Work, and the operation and maintenance of sections 2, 3 and 4 of the DDTH, which includes: (i) a chance-find procedure requiring stoppage of construction in case important cultural artifacts are found; (ii) an obligation to implement the Mbao Forest Action Plan; (iii) requirements to comply with the Social and Environmental Safeguard Instruments, including, without limitation, the obligation to prepare and comply with its EMP; and (iv) a detailed timeline of the financial obligations of the Recipient and the Concessionaire satisfactory to the Association.
18. “Concessionaire” means the private company that will sign the Concession Agreement with the Recipient.
19. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.

20. “DDTH” means the Dakar Diamniadio Toll Highway, being the highway from Malick Sye to Diamniadio.
21. “DDTH Program Unit” means the *Direction de l’Autoroute*, the unit within APIX in charge of the implementation of the DDTH.
22. “DDTH Resettlement Unit” means the entity to be created within the DDTH Program Unit of APIX to facilitate the implementation of the resettlement activities for the Displaced Persons under the Project in accordance with the Social and Environmental Safeguard Instruments.
23. “Directorate of Water and Forests” means the Directorate of Water and Forests within the ministry of the Recipient in charge of environment.
24. “Displaced Person” means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
25. “Environmental and Social Impact Assessment” or “ESIA” means a Subproject-specific environmental and social impact assessment, acceptable to the Association, giving details of the status of the natural and social environment, and potential risks and adverse impacts thereto, which are specific to the Subproject, along with proposed mitigation measures.
26. “Environmental and Social Unit” means the *Unité Environnementale, Sociale et de Libération des Emprises (UESLE)*, the unit located within the Works Unit in charge of day-to-day resettlement activities.
27. “Environmental Management Plan” or “EMP” means a Subproject-specific environmental management plan, acceptable to the Association, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental management plan.

28. “FCFA” means *Franc de la Communauté Financière d’Afrique*, the currency of the Recipient.
29. “Functioning Resettlement Site” means a substantially complete Resettlement Site with at least the following services available for the Displaced Persons concerned: (i) available dwellings; (ii) schools; (iii) running water; (iv) health centers; (v) a market; and (vi) public lighting.
30. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
31. “Implementation Agreements” means the various agreements to be signed between AGETIP and APIX pursuant to the Framework Agreement between APIX and AGETIP dated March 23, 2009, for the coordination of the implementation of Parts B and C of the Project.
32. “Mbao Forest Action Plan” means the environmental action plan included in the Mbao Forest Management Plan listed in the Annex to this Appendix and adopted by the Recipient setting forth measures to: (i) protect the ecological and biological function of the forest within a sustainable forest management system; (ii) increase the income of the surrounding population by promoting pharmacopoeia, and sustainable supply of natural resources; (iii) provide a recreational area for the public; and (iv) protect natural resources around sensitive areas.
33. “Mbao Forest Management Plan” means the document listed in the Annex to this Appendix.
34. “Mbao Forest Protocol” means the protocol agreement to be signed pursuant to Section 5.01 (g) of this Agreement between APIX and the Directorate of Water and Forest of the Recipient defining roles and responsibilities for the implementation of the Mbao Forest Management Plan.
35. “Mbeubeuss Landfill” means the landfill located at Mbeubeuss.
36. “Mbeubeuss Landfill Closing Plan” means the action plan to be adopted by the Recipient pursuant to Section V.14 of Schedule 2 to this Agreement which requires, *inter alia*, (i) the Mbeubeuss Landfill to reach Non-Operational Status by December 31, 2011; and (ii) the Mbeubeuss Landfill not to reach such Non-Operational Status prior to the satisfaction of the requirements set forth in

Section V.6 of Schedule 2 to this Agreement regarding the availability of a Replacement Landfill.

37. “Medical Waste Management Plan” or “MWMP” means a Subproject-specific medical waste management plan, acceptable to the Association, giving details of a program of actions, measures and policies designed to ensure the proper disposal of medical waste, including budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the Medical Waste Management Plan.
38. “Non-Operational Status” has the meaning set forth in Section V.8 of Schedule 2 to this Agreement.
39. “Operating Costs” means the incremental operating expenses, based on annual budgets approved by the Association, incurred by APIX, on account of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment, water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.
40. “Phase 1 Highway Work” means the construction of the portion of the DDTH from Malick Sy to Patte d’Oie by the Recipient.
41. “Phase 2 Highway Work” means the construction of the portion of the DDTH from Patte d’Oie to Pikine by the Recipient.
42. “Phase 3 Highway Work” means the construction of the portion of the DDTH from Diarniadio to Keur Massar by the Concessionaire pursuant to the Concession Agreement.
43. “Phase 4 Highway Work” means the construction of the portion of the DDTH from Pikine to Keur Massar by the Concessionaire pursuant to the Concession Agreement.
44. “PIS” means the area of *Pikine Irrégulier Sud* (Irregular South Pikine).
45. “Private Operator” has the meaning set forth in Section 5.01(e) of this Agreement.

46. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
47. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated March 25, 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
48. “Project Implementation Manual” (*Manuel d’Exécution*) means the manual to be adopted by the Recipient pursuant to Section 5.01(f) of this Agreement, outlining implementation, organizational, procurement, and environmental and social monitoring and mitigation arrangements, as shall have been agreed with the Association for purposes of Project implementation and shall be applied by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior approval of the Association, and such term includes any schedules to the Project Implementation Manual.
49. “Project Implementing Entity” means APIX.
50. “Project Implementing Entity’s Legislation” means the APIX Legislation.
51. “Project Preparation Advance” means the advances referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to: (i) the letter agreement signed on behalf of the Association on July 5, 2005 and on behalf of the Recipient on July 18, 2005; (ii) the letter agreement signed on behalf of the Association on March 16, 2006 and on behalf of the Recipient on March 24, 2006; and (iii) the letter agreement signed on behalf of the Association on September 3, 2008 and on behalf of the Recipient on September 22, 2008.
52. “Replacement Landfill” means the landfill in form fully satisfactory to the Association and designed and constructed in full compliance with the Association’s environmental and social safeguard policies that can store the solid waste previously received by the Mbeubeuss Landfill in a manner fully satisfactory to the Association.
53. “Replacement Landfill Management Contract” has the meaning set forth in Section 5.01(e) of this Agreement.
54. “Resettlement Action Plan” or “RAP” means a Subproject-specific resettlement action plan, acceptable to the Association, giving details of a program of actions,

measures and policies designed to facilitate the compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the Resettlement Action Plan.

55. “Resettlement Site” means the 165 ha resettlement site, located in Tivaouane Peulh, in the commune of Sangalkam, to resettle displaced population affected by the Phase 4 Highway Work and the works to be performed under Component C of the Project.
56. “Resettlement Site Work” means the urban development work for the Resettlement Site to be performed under Part B of the Project.
57. “Road and Drainage Works” means the road and drainage works to be done under Part C of the Project.
58. “Social and Environmental Safeguard Instruments” means, collectively, the Basic Social and Environmental Safeguard Instruments and, wherever applicable, the Supplemental Social and Environmental Safeguard Instruments.
59. “Subproject” means a package of activities involving civil works under any component or subcomponent of the Project.
60. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
61. “Supplemental Social and Environmental Safeguard Instruments” means any ESIA, EMP, MWMP, RAP, or other supplemental social and environmental safeguard instruments as required under the terms of any of the Basic Social and Environmental Safeguard Instruments for purposes of any Subproject, including, without limitation, the Mbeubeuss Landfill Closing Plan, the Mbao Forest Action Plan and the Replacement Landfill Management Contract.
62. “Training” means the training of persons involved in Project-supported activities, based on annual budgets approved by the Association, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and

reproduction of training materials, and other costs directly related to training preparation and implementation.

63. “USD” means the Dollar, the currency of the United States of America.
64. “Works Unit” means the *Direction des Grands Travaux*, the unit within APIX in charge of all the APIX investment projects other than the DDTH.

ANNEX TO APPENDIX

Basic Social and Environmental Safeguard Instruments

Name	InfoShop disclosure	In-country disclosure
<i>Social documents</i>		
Resettlement Action Plan for Malick Sy-Patte d'Oie (Section 1)	12/07/2005	05/11/2006
Resettlement Action Plan for Patte d'Oie-Pikine (Section 2)	06/01/2006	10/13/2006
Resettlement Action Plan for Pikine-Keur Massar (Section 3)	10/25/2010	06/23/2008
<ul style="list-style-type: none"> Annex to final report (Pikine-Keur Massar) 	10/25/2010	06/23/2008
<ul style="list-style-type: none"> Addendum No. 1 to Pikine- Keur.Massar (Resettlement Action Plan for Tivaouane Peulh) 	12/02/2008	11/14/2008
<ul style="list-style-type: none"> Addendum No. 2 to Pikine- Keur.Massar (Clarifications) 	12/02/2008	11/14/2008
<ul style="list-style-type: none"> Addendum No. 3 to Pikine- Keur.Massar (As revised and supplemented in October 2010) 	10/ 26/ 2010	11/04/2010
Resettlement Action Plan for Keur Massar-Diamniadio (Section 4)	06/01/2007	08/28/2007
<ul style="list-style-type: none"> Addendum No. 1 to Keur.Massar-Diamniadio (Highway ramp) 	12/02/2008	11/14/2008
<ul style="list-style-type: none"> Addendum No. 2 to Keur.Massar-Diamniadio 	10/28/2010	11/04/2010
<ul style="list-style-type: none"> Addendum No. 3 to Keur.Massar-Diamniadio (Complementary compensations dated January 14, 2010) 	10/28/2010	11/04/2010
Resettlement Action Plan Pikine Irrégulier Sud (PIS)	11/01/2008	11/14/2008
Resettlement Policy Framework for the Mbeubeuss Landfill	09/01/2008	11/14/2008
Resettlement Policy Framework for the DDTH and the Project	01/07/2007	05/23/2007

Name	InfoShop disclosure	In-country disclosure
<i>Environmental Documents</i>		
Environmental assessment of the DDTH Right of Way	03/01/2006	10/16/2006
Environmental assessment of the Keur Massar resettlement area	03/01/2006	10/16/2006
Detailed environmental assessment of Keur Massar	11/01/2006	07/10/2008
Environmental and social management framework for Pikine (PIS) urban restructuring area	03/01/2006	10/16/2006
Soil analysis of the Keur Massar resettlement area	09/01/2008	11/14/2008
Mbao Forest Management Plan	11/01/2008	01/07/2009