

DISBURSEMENT PROCEDURES

Handbook for
Public Sector Borrowers
November 2020



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Introduction

1.1 About the OPEC Fund

The OPEC Fund for International Development is a multilateral Development Finance Institution¹ established by the Member Countries of OPEC in 1976 as a collective channel of aid to the developing countries. The OPEC Fund works in cooperation with developing country partners and the international donor community to stimulate economic growth and alleviate poverty in all disadvantaged regions of the world. It does this by providing financing to build essential infrastructure, strengthen social services delivery and promote productivity, competitiveness and trade.

1.2 Purpose of the Disbursement Procedures

The purpose of this Handbook is to provide a set of definitions, general terms and specific practical guidance through the OPEC Fund's Disbursement Procedures and methods. Knowledge of the requirements described in this document enables the Public Sector Borrower to obtain efficient and timely processing of the loan proceeds' withdrawal.

The underlying Disbursement Procedures apply to public sector loans, the financing agreements of which specify that the disbursements under such loans are to be made in accordance with the Disbursement Procedures. This requirement will be clearly stated in the financing agreement itself or the general conditions applicable to it.

In all cases, legal documents such as Loan Agreements provide the basic framework for any transaction. In the event of inconsistency between the Disbursement Procedures and the legal documents specific to each loan, the provisions of the legal documents will prevail.

The Disbursement Procedures are outlined in the following chapters:

- 1) Introduction
- 2) Definition of terms
- 3) Basic principles and general guidelines
- 4) General requirements for all withdrawal applications
- 5) Specific requirements for each disbursement method
- 6) Financial account management

1. The OPEC Fund presently has 12 Member Countries: Algeria, Ecuador, Gabon, Indonesia, Iran IR, Iraq, Kuwait, Libya, Nigeria, Saudi Arabia, United Arab Emirates, Venezuela.

The document supersedes all previous versions and takes immediate effect.

It can be also obtained by making a request in writing to:

The OPEC Fund for International Development
Parkring 8, A-1010 Vienna, Austria

Mailing Address:

P.O. Box 995, A-1011 Vienna, Austria

For any further information, please visit **www.opecfund.org**

2. Definition of terms

This chapter defines and explains the meaning of some important terms used by the OPEC Fund in the context of disbursements.

Please keep in mind that the meaning of identical terms used by the OPEC Fund and other development finance institutions can differ. Although several institutions use terms that indicate a common origin, such as *'special account'* or *'special commitment'*, the related rules and procedures can be very different. Knowledge of the procedures of other institutions can be useful as a starting point, but it should never be relied on.

2.1 Loan Agreement

The Loan Agreement along with the General Conditions are the main legal documents for any project financed by the OPEC Fund. The Loan Agreement is signed between the Borrower² and the OPEC Fund, and sets out the specific terms and conditions of the loan, including, among other things, the following:

- Currency and amount to be financed
- Financial and repayment terms
- Authorized Representative of the Borrower
- Eligible expenditures
- Project activities for which expenditure can be incurred
- Allocation of loan proceeds and financing percentages
- Loan Administrator (where applicable)
- Key dates as defined in the Loan Agreement

The term *'Loan Agreement'* refers not only to the Loan Agreement between the OPEC Fund and the Borrower but also to the General Conditions as applied thereto and all schedules and agreements supplemental to the Loan Agreement.

Loan Agreements may be amended, as required, during project implementation. While some changes to the Loan Agreement may be made by notice to the Borrower, others are made by amendment of the Loan Agreement by the Borrower and the OPEC Fund jointly.

2. The Borrower is normally the Government of the Country where the project is located; however, the OPEC Fund may enter into a Loan Agreement with a non-State entity, i.e. the Executing Agency for the project, or municipalities. In such a case, the OPEC Fund will enter into a separate Guarantee Agreement with the Government of the Country where the project is located to guarantee the obligations of the Borrower.

2.2 Loan Account

The loan account refers to the account that is opened by the OPEC Fund in its accounting system in the name of the Borrower to which the amount of the loan is credited.

2.3 Borrower

The Borrower is the party to the Loan Agreement to which the OPEC Fund extends a loan.

2.4 Authorized Representative of the Borrower

The '*Authorized Representative of the Borrower*' is the person or entity that is duly authorized by the Borrower to take any binding action on behalf of the Borrower in connection with the Loan Agreement. The Authorized Representative of the Borrower is specified by title in the Loan Agreement.

2.5 Authorized Signatory

An Authorized Signatory is a person who is authorized by the Borrower to sign withdrawal applications. The respective signature is referred to as '*Authorized Signature*'. The Authorized Representative of the Borrower has to provide the OPEC Fund with sufficient evidence of the authorized signatories and with respective authenticated specimen signatures.

2.6 Loan Administrator

'*Loan Administrator*' means the financial institution named in the Loan Agreement which is to administer the loan on terms and conditions agreed upon between such financial institution and the OPEC Fund.

2.7 Key dates

Table 1 shows the key dates for each operation.

EVENT	EXPLANATION
Date of the Agreement	Date on which the Loan Agreement is signed by the parties
Date of Effectiveness	Date on which the OPEC Fund declares the Loan Agreement effective. A loan is declared effective when the Borrower has fulfilled the conditions of effectiveness specified in the Loan Agreement to the OPEC Fund's satisfaction
Eligible Expenditure Commencement Date	Date on which the loan is approved by the Board as specified in the Loan Agreement. Expenditures incurred before that date can be considered eligible in specific cases as agreed upon between the Borrower and the OPEC Fund
Closing Date	Date on which the Borrower's right to request withdrawals from the loan terminates (as specified in the Loan Agreement), or any extension of such date as established by the OPEC Fund and as communicated to the Borrower
Date of Application	Date on which the Borrower prepares a withdrawal application. The date has to be entered on top of the application

2.8 Withdrawal of loan proceeds

A withdrawal of loan proceeds occurs when a part of the available amount of the loan is utilized, that is, debited from the loan account. A withdrawal is always effected in the loan currency. From the date of the withdrawal, the amount withdrawn accrues loan interest and, if applicable, service charges, and will be due for repayment in accordance with the repayment terms of the Loan Agreement. The actual amount paid out by the OPEC Fund can be in another currency (as explained in 3.8), but the withdrawal of loan proceeds would still be the equivalent amount in the loan currency. This means that interest, charges, and principal repayments are always due in the loan currency.

2.9 Disbursement methods

Four different methods may be used by the Borrower to request withdrawal of loan proceeds from the loan account; namely, direct payment, reimbursement, special account, and special commitment.

Direct payment

The OPEC Fund directly pays a designated beneficiary at the Borrower's request. Disbursements are made for eligible expenditures directly to a supplier, contractor or consultant.

Reimbursement

The OPEC Fund reimburses the Borrower for all types of eligible expenditures that have been incurred and pre-financed by the Borrower.

Special account

The OPEC Fund makes an advance disbursement from the loan account to a previously approved special account. The Borrower uses the special account to finance eligible expenditures. There are separate requirements for the initial disbursement to the special account and subsequent replenishments.

Special commitment

The OPEC Fund may provide, at the request of the Borrower, an irrevocable or conditional special commitment to reimburse a financial institution for payments it makes to a supplier against a letter of credit. The OPEC Fund makes payments to the financial institution for eligible expenditures covered by the special commitment.

3. Basic principles and general guidelines

The OPEC Fund disburses loans in the Public Sector under standard conditions. The basic principles and general guidelines are outlined in this chapter. Borrowers should consider the following conditions carefully as they are essential for the withdrawal of loan proceeds. This chapter also helps the Borrower to become familiar with the framework of the disbursement process and to establish a basis for the detailed Disbursement Procedures that are explained in the next chapters.

3.1 Effectiveness of a loan

The effectiveness of a loan is the most fundamental condition for disbursements. Borrowers can withdraw loan proceeds from the loan account only after the loan is declared effective. The OPEC Fund declares a Loan Agreement effective when the Borrower has fulfilled the conditions of effectiveness as specified in the Loan Agreement to the OPEC Fund's satisfaction.

3.2 Authorized signatory

Before disbursements can commence, the Borrower has to designate the officials that may sign withdrawal applications, i.e. act as authorized signatories. The Borrower has to provide originals of their authenticated specimen signatures to the OPEC Fund. The OPEC Fund must have received the names and titles of the designated officials along with the duly authenticated specimen signatures in order to verify that the application has been signed by an authorized official.

In order to avoid delays in the processing of withdrawal applications, it is important that the Borrower notifies the OPEC Fund in a timely manner about any changes with respect to authorized signatories and provides the OPEC Fund in due time with the respective valid authenticated specimen signatures.

3.3 Eligible expenditures

The Borrower may withdraw loan proceeds only for eligible expenditures. The OPEC Fund's General Conditions define eligible expenditures as the reasonable cost of goods, works and services required for the project to be financed out of the loan proceeds and procured in accordance with Schedules I and II (*Description of the Project and Loan Allocation*) of the relevant Loan Agreement and during the loan disbursing period. The loan disbursing period starts on the Eligible Expenditure Commencement Date and ends on the Closing Date (see Table 1—Key dates).

3.4 Loan components

As previously mentioned, loan proceeds may be used only for the purposes for which the loan was extended. Eligible expenditures are clustered in components that may be financed out of the proceeds of a loan. Loan components are formulated based on the nature of activities that a project is expected to execute over the period of the loan, such as civil works, equipment or consultancy services. They provide a means to monitor and manage the expenditures for project activities.

The loan components are specified in the Schedule 2 '*Loan Allocation*' of each Loan Agreement. Disbursements are made in line with the amounts allocated to each component.

If it is anticipated that one component might require more funding than originally allocated, the OPEC Fund may, on request of the Borrower, reallocate funds from one component to another component.

3.5 Financing percentage

Schedule 2 '*Loan Allocation*' of the Loan Agreement also indicates the financing percentage for eligible expenditures. The percentage is specified for each loan component and shows the portion of expenditures that the OPEC Fund has agreed to finance.

3.6 Submission of a withdrawal application

The Borrower may request a withdrawal from the loan account when the basic conditions and principles previously described are met. In other words:

- 1) the loan is declared effective,
- 2) the Borrower has provided the OPEC Fund with the authenticated specimen signatures of the authorized signatories,
- 3) loan proceeds are used exclusively for eligible expenditures, and
- 4) expenditures can be allocated to loan components specified in the Loan Agreement and are within the limits of the component amount.

To withdraw from the loan account, the Borrower submits a withdrawal application to the OPEC Fund in such form and substance as the OPEC Fund reasonably requests. The OPEC Fund requires the Borrower to submit the original application, which is to be duly signed and accompanied by summary sheets and supporting documents.

The detailed procedure and specific requirements are set out in Chapters 4 and 5 of this Handbook. Respective forms are enclosed in the Annex.

In case the loan is administered by an external Loan Administrator, the Borrower prepares two original conformed withdrawal applications. The Borrower submits one application to the OPEC Fund and one to the Loan Administrator. The OPEC Fund requires the clearance of each particular withdrawal application from the Loan Administrator before proceeding with the payment.

3.7 Supporting documentation

As part of the withdrawal application, the Borrower has to submit supporting documents to the OPEC Fund in order to demonstrate that loan proceeds have been or are being used for the purposes for which the loan was extended. The OPEC Fund determines the supporting documents required to be submitted by the Borrower taking into consideration the disbursement method used. Detailed instructions for the submission of supporting documents are provided in Chapters 4 and 5.

3.8 Disbursement currency

Loan disbursements are generally made in the currencies in which eligible expenditures have been paid or are payable. The General Conditions specify that the OPEC Fund, acting as the agent of the Borrower, will purchase the currency in case a withdrawal is requested in a currency other than the loan currency. Disbursements for eligible expenditures in the local currency, that is to say in the currency of the project country, are made in the loan currency according to the relevant official exchange rate. If such a rate is not available, the OPEC Fund will determine a prevailing market rate.

3.9 Loan cancellation and suspension

If the Borrower fails to comply with the terms and conditions specified in the Loan Agreement or in the General Conditions, the OPEC Fund may suspend or cancel the loan. This implies that the Borrower's right to make further withdrawals from the loan account is suspended or terminated.

A loan may be cancelled or suspended by the OPEC Fund if the Borrower is in arrears with the payment of principal installments, interest or service charges. Another material reason for loan cancellation or suspension is the occurrence of corrupt and fraudulent practices or any other unlawful act in connection with procurement or contract execution. Further reasons are set out in the OPEC Fund's General Conditions.

In the event of any cancellation or suspension, the OPEC Fund notifies the Borrower in writing, giving details of the suspension or cancellation. The provisions of the Loan Agreement remain in full force and effect, except as otherwise agreed to by the OPEC Fund.

Borrowers may also, by notice to the OPEC Fund, cancel any amount of the loan balance that has not been withdrawn. The Borrower may not cancel amounts reserved against an irrevocable special commitment.

3.10 Loan closing date

The Borrower's right to withdraw loan proceeds from the loan account terminates on the Closing Date. The Closing Date is determined on the basis of the anticipated project completion date as specified in the Loan Agreement. All eligible expenditures required for the project must be incurred prior to the Closing Date. This means that goods are delivered, civil works are completed and services are rendered on or before such date.

If it is anticipated that the project will not be completed by the Closing Date, the OPEC Fund may extend the Closing Date, usually after consultation with or at the request of the Borrower. The OPEC Fund informs the Borrower of such later date, if applicable.

3.11 Communications and supervision

As stated in the OPEC Fund's General Conditions, all documents are to be submitted in English.

The Borrower addresses all communications regarding disbursements to the following address:

***The OPEC Fund for International Development
Parkring 8, A-1010 Vienna, Austria***

The Borrower is responsible for implementing the project and is requested to provide periodic reports on the execution of project activities. The OPEC Fund or the Loan Administrator, in turn, supervise the project to review progress and to ensure that disbursed loan proceeds are used for the purposes that they are intended for with due regard to economy, efficiency and effectiveness.

4. General requirements for all withdrawal applications

To withdraw loan proceeds from the loan account, the Borrower submits a withdrawal application to the OPEC Fund. Each withdrawal application is made up of two integral parts. The first part is the application for withdrawal itself, which provides the total amount to be withdrawn or applied, and contains the required statements, agreements, payment instructions, and signature of the Borrower. The second part consists of one or more summary sheets, in which individual items are listed, accompanied by their respective supporting documents. This chapter describes the general requirements for all withdrawal applications regardless of the disbursement method used.

4.1 Evidence of authorized signature

All withdrawal applications (or applications for a special commitment³) need to be signed by an authorized signatory of the Borrower. Also each summary sheet submitted has to be duly signed. As discussed in Chapter 3, the OPEC Fund must have received the names and titles of the designated officials along with the duly authenticated specimen signatures in order to verify that the application has been signed by an authorized official.

For convenience purposes, a sample letter for designating authorized signatories is provided at the end of this Handbook (see Annex 1). It should be signed by the Authorized Representative of the Borrower. Through this letter, the OPEC Fund is informed of the persons who will be authorized to sign disbursement applications on behalf of the Borrower. Unless otherwise stated, designation will take effect from the date on which the designation is made.

Note: It is important that the information about authorized signatories is kept up to date. For instance, some of the authorized signatories originally indicated may be replaced by others; in this case, the Borrower must promptly notify the OPEC Fund and provide the names, functions and specimen signatures of the newly designated person(s).

4.2 Application for withdrawal

To request withdrawal of loan proceeds, the Borrower has to send a formal application to the OPEC Fund. The forms to use are specified for each disbursement method in Chapter 5 and are attached in the Annex of this Handbook.

3. Applications for a special commitment are also treated as a withdrawal application.

Forms and letters need to be submitted as originals and signed by an authorized signatory. A separate application should be submitted for each currency for which payment is requested.

Note: When the the OPEC Fund loan is administered by an External Loan Administrator, the procedure of the withdrawal might be slightly different. The OPEC Fund's withdrawal procedures are applicable; however, the Borrower must submit the withdrawal application and related supporting documents in two original conformed copies. One set should be submitted to the Loan Administrator and the other to the OPEC Fund.

Furthermore, all documents required by the OPEC Fund are to be submitted to the Loan Administrator, i.e. letter from the Borrower designating authorized signatories for signing withdrawal applications along with their specimen authorized signatures. In addition, the OPEC Fund's own application forms are to be used.

4.3 Summary sheet

Summary sheets form an integral part of withdrawal applications and list the individual items for which disbursement is requested according to their loan component. Forms for summary sheets are provided in the Annex. Borrowers should adhere to the following rules when filling out summary sheets:

- 1) Summary sheets are to be submitted as originals to the OPEC Fund.
- 2) All summary sheets need to be signed by an authorized signatory.
- 3) Only items relating to the same component are to be listed on one summary sheet.
- 4) No more than ten items should be listed on any one summary sheet.
- 5) The subtotal of all items listed on each summary sheet is to be shown.
- 6) Where, in connection with the same component, there is more than one item from the same supplier to be listed, all such items should be grouped and listed consecutively.

4.4 Numbering system

For ease of identification and reference to any single item included in a withdrawal application, the Borrower should adopt the following numbering system:

- 1) All withdrawal applications, irrespective of the disbursement procedure followed or the currency involved, should be numbered sequentially commencing with number one.

- 2) All summary sheets attached to an application should be numbered sequentially. The first sheet in each application should be number one.
- 3) The items listed on every summary sheet should be numbered sequentially. The first item on each summary sheet should be number one.

4.5 Supporting documentation

The OPEC Fund requires supporting documentation that provides evidence that withdrawals from the loan account have been or are being made for eligible expenditures, as specified in Chapter 3 of the Disbursement Procedures.

Depending on the disbursement method used, the Borrower may provide the documents at the same time as the application is submitted or at a later date. The type and form of supporting documents that the Borrower has to provide depends on the disbursement method used. Therefore, the specific requirements in terms of supporting documents are discussed for every single disbursement method in the following chapter.

In general, the OPEC Fund is satisfied with copies of the original supporting documents. However, the OPEC Fund reserves the right to request any additional documents as and when required. In any case, the Borrower has to ensure the retention of all documents related to the loan (see also General Conditions).

4.6 Payment instructions

To avoid delays in disbursements, it is important that the Borrower provides the OPEC Fund with accurate and complete banking details.

Beneficiary details

Withdrawal applications should precisely indicate the full name and address of the beneficiary (account holder) as well as all banking details of the beneficiary bank. The beneficiary bank is the financial institution in which the beneficiary of the disbursement maintains its bank account.

The following information is requested from the Borrower:

- 1) full name and address of the beneficiary,
- 2) full name and address of the beneficiary bank,
- 3) SWIFT code of the beneficiary bank, and
- 4) account number of the beneficiary (or IBAN if available).

Correspondent bank information

If a correspondent bank is required to effect payment, the Borrower needs to specify:

- 1) the full name and address of the correspondent bank of the beneficiary bank,
- 2) the SWIFT code of the correspondent bank, and
- 3) the account number (or IBAN if available) of the beneficiary's bank at the correspondent bank.

4.7 Non-approval and refunds of payments

If an application – or part of it – is not approved, the OPEC Fund promptly notifies the Borrower. The notification provides the reason(s) for the non-approval and may suggest action(s) for the Borrower to rectify the issues in question.

When the OPEC Fund determines that an ineligible expenditure has been financed by loan proceeds, the OPEC Fund may require the Borrower to (a) refund the amount to the OPEC Fund or to the special account; or (b) in exceptional circumstances, provide substitute documentation. The appropriate course of action is decided based on the size of the ineligible expenditure and the Borrower's previous performance. The OPEC Fund notifies the Borrower promptly, specifying the nature of the ineligible expenditure and requesting a refund or substitute documentation within a specified period of time. The refund is to be paid into an account specified by the OPEC Fund. The OPEC Fund reserves the right to cancel the amount refunded or to credit the loan account for future eligible expenditures.

4.8 English language

The Borrower has to deliver to the OPEC Fund all withdrawal applications (including summary sheets) in English.

5. Specific requirements for each disbursement method

Four disbursement methods are available for withdrawal of loan proceeds – direct payment, reimbursement, payment to a special account, and payment against a special commitment (see Table 2—Overview of disbursement methods). The Borrower may use a single disbursement method or a combination of different methods depending on the particular circumstances for a given project. For all disbursement methods, the OPEC Fund disburses loan proceeds in accordance with properly authorized instructions from the Borrower. However, the disbursement methods differ in relation to the payee, the type of supporting documentation required, and the timing for providing supporting documentation. This chapter describes the specific requirements and procedures for each disbursement method.

OVERVIEW OF DISBURSEMENT METHODS

Table 2

METHOD	EXPLANATION
Direct payment	The OPEC Fund directly pays a designated beneficiary at the Borrower's request
Reimbursement	The OPEC Fund reimburses the Borrower for expenses incurred and pre-financed by the Borrower
Special account	The OPEC Fund makes an advance disbursement to a special account to be used exclusively for the OPEC Fund's share of eligible expenses
Special commitment	The OPEC Fund provides a commitment to reimburse a financial institution for payments it makes to a supplier against a letter of credit

5.1 Direct payment to the supplier/contractor

Under this method, the OPEC Fund directly pays a designated beneficiary at the request of the Borrower. Disbursements can be made to:

- a supplier for goods supplied or to be supplied;
- a contractor or consultant for work or services done or to be done.

Direct payments are useful when relatively large payments are required or when payments are in currencies that are difficult to obtain for the Borrower. They are also used when suppliers or contractors require them. In general, this method is suitable for expenditures related to work progress payments, consultant's progress claims or purchasing of goods and equipment.

Procedure for direct payments

To request a direct payment, the Borrower completes the *Application for Withdrawal* (Form 1, see Annex) and one or more summary sheets (Form 1a, see Annex). A separate application should be filled out for each supplier, contractor or consultant, and for each currency in which payment is requested. Each item for which payment is requested should be related to the appropriate loan component in the summary sheet. The Borrower submits the withdrawal application as an original, duly signed and accompanied by complete supporting documents to the OPEC Fund. After approval of the application, the OPEC Fund directly pays the designated beneficiary and notifies the Borrower and the Loan Administrator, if any, of the payment.

Supporting documentation

The withdrawal application should be supported by:

- Copy of contract(s) or confirmed purchase order(s) (*required only with the first withdrawal application*)
- Copy of invoice(s), bill(s), or claim(s)
- Copy of advance payment bank guarantee and performance bond/guarantee (*in case of works*) for a given contract (*only with the first request for payment under a given supply/services/works contract*)
- Evidence of receipt (*only for withdrawal applications concerning the payment for goods, in accordance with technical specifications included in the respective contracts or purchase orders*)

5.2 Reimbursement

The reimbursement method may be used for all types of eligible expenditures that the Borrower has pre-financed. Upon receipt of a withdrawal application and sufficient supporting documents, the OPEC Fund makes a disbursement to the Borrower. To promote good project management, requests for reimbursement should be made on a regular basis as and when expenditures are incurred.

The reimbursement procedure should be applied in line with applicable budget and finance law requirements of a given country. It is generally suitable for the payment of local currency costs, small purchases or small civil works. It may be also necessary when immediate payment of the Borrower is required.

Procedure for reimbursements

To request a reimbursement, the Borrower completes the *Application for Withdrawal* (Form 1, see Annex) and one or more summary sheets (Form 1b, see Annex). An application may cover a number of purchase transactions, provided they are all in the same currency. A separate application is required for each currency involved. Each item for which reimbursement is requested should be related to the appropriate loan component in the summary sheet. The Borrower submits the withdrawal application as an original, duly signed and accompanied by complete supporting documents to the OPEC Fund. After approval of an application, the OPEC Fund reimburses the Borrower and notifies the Borrower of the disbursement made.

Supporting documentation

The withdrawal application should be supported by:

- Copy of contract(s) or confirmed purchase order(s) (*required only with the first withdrawal application*)
- Copy of invoice(s), bill(s), or claim(s)
- Copy of advance payment bank guarantee and performance bond/guarantee (in case of works) for a given contract (*only with the first request for payment under a given supply/services/works contract*)
- Evidence of receipt (*only for withdrawal applications concerning the payment for goods, in accordance with technical specifications included in the respective contracts or purchase orders*)
- Evidence of payment to the supplier

5.3 Special account

Under this method, the OPEC Fund makes an advance disbursement from the loan account to a previously approved special account. The special account is an account opened by the Borrower with a commercial bank or a financial institution acceptable to the OPEC Fund. From this account, the Borrower can make payments to contractors, suppliers and others to cover eligible expenses financed by the OPEC Fund.

The first payment into the special account is the initial deposit, for which evidence of expenditures is not required in the first place. Satisfactory evidence of the expenditures incurred is required when the Borrower requests replenishment of the special account.

The option of a special account provides mechanisms not only to assist the Borrower in financing small and numerous expenditures but also to facilitate adequate and rapid availability of funds to ensure prompt payment of contractual and/or project related financial obligations. It is practical when there is a high number of contractors and/or when frequent payments are necessary to facilitate the swift flow of funds.

Projects operating special accounts are expected to have:

- effective administrative, financial and accounting procedures and systems by the Borrower
- satisfactory internal control systems, and
- a commitment to undertake regular and independent audit of the special account.

Procedure for special accounts

Before the special account method can be used, the Borrower has to send an official request for the setup of a special account signed by the Authorized Representative of the Borrower to the OPEC Fund. The request should specify

- 1) why the Borrower needs a special account
- 2) the amount requested justified by projected expenditures as established by a projected disbursement plan, and
- 3) a statement that the Borrower will open a special account exclusively for that purpose.

If the special account is approved by the OPEC Fund, the OPEC Fund sends a letter with the conditions for the special account to the Authorized Representative of the Borrower who has to return his approval of the conditions to the OPEC Fund. The special account may be opened by the Borrower with the Central Bank, a commercial bank or financial institution acceptable to the OPEC Fund, and may be used exclusively for eligible expenditures financed by the OPEC Fund.

After the approval and opening of the special account, the Borrower completes and sends an *Application for Withdrawal* (Form 1, see Annex) as an original and duly signed to the OPEC Fund to request an initial payment into the special account. The amount of the initial deposit, that is to say the ceiling of the special account, is specified in the letter with the conditions sent to the Borrower. Upon receipt of the application, the OPEC Fund transfers the agreed amount to the special account and notifies the Borrower of the disbursement made.

The Borrower withdraws money for eligible expenditures from the special account. When a certain threshold is reached, such as 50% of the initial deposit, the Borrower completes and sends an *Application for Withdrawal* (Form 1, see Annex) as an original and duly signed to the OPEC Fund to request replenishment of the special account. The threshold is agreed between the Borrower and the OPEC Fund individually and depends on the nature of the project and its implementation schedule. When the Borrower requests replenishment of the special account, the Borrower has to submit concurrently supporting documents for all payments made out of the special account since the previous deposit was made. All individual items are to be listed on one or more summary sheets (Form 1a, see Annex). Upon receipt of the application for replenishment and sufficient

supporting documents of the expenditures already incurred, the OPEC Fund replenishes the special account of the Borrower and informs the Borrower about the replenishment.

Please refer to Chart 1 'Special account method' for detailed instructions and documentation requirements.

Supporting documentation

The Borrower submits supporting documents for expenditures incurred in the course of the request for replenishment of the special account or in the course of the loan account closing. Requested documents are specified in the letter of approval of the special account sent to the Borrower by the OPEC Fund.

In general, the withdrawal application should be supported by the following:

- Copy of contract(s) or confirmed purchase order(s) (*required only with the first withdrawal application*)
- Copy of invoice(s), bill(s), or claim(s)
- Copy of advance payment bank guarantee and performance bond/guarantee (in case of works) for a given contract (*only with the first request for payment under a given supply/services/works contract*)
- Evidence of receipt (*only for withdrawal applications concerning the payment for goods, in accordance with technical specifications included in the respective contracts or purchase orders*)
- Bank account statement
- Statement of expenditures or payments made under a special account – the statement should include:
 - (a) Expense or payment reference and name of expense,
 - (b) Payment date,
 - (c) Currency of expense or payment and amount,
 - (d) Exchange rate,
 - (e) Equivalent amount in loan currency,
 - (f) Amount to be financed by the OPEC Fund, and
 - (g) Amount to be financed by others (if any).

SPECIAL ACCOUNT METHOD

Chart 1

DOCUMENTATION REQUIREMENTS

BORROWER

THE OPEC FUND

A) Approval and opening of the special account

Official request by the Authorized Representative of the Borrower specifying:

- Why special account is needed
- Amount requested and justified by projected disbursement plan
- statement that special account is opened exclusively for that purpose

Letter specifying the conditions for the special account:

- sent by the OPEC Fund to the Borrower and
- approved by the Authorized Representative of the Borrower

Authorized Representative sends official request for special account to the OPEC Fund

Sends letter with conditions for special account to Borrower (if special account is approved)

Opens account with its commercial bank exclusively for the purpose of the special account

Authorized Representative approves conditions of special account and sends his approval to the OPEC Fund

B) Initial deposit into the special account

- Application for Withdrawal (Form 1, see Annex) as original and duly signed

Sends Application for Withdrawal to the OPEC Fund to request initial deposit into the special account

Makes initial payment into special account and notifies Borrower of disbursement

C) Replenishment of the special account

- Application for Withdrawal (Form 1, see Annex) as original and duly signed
- Summary sheet(s) as original (Form 1a, see Annex)

Supporting documentation:

- For all payments made out of the special account since the last submission of supporting documents

Withdraws money for eligible expenditures from special account until defined threshold reached

Sends Application for Withdrawal with supporting documentation to the OPEC Fund to request replenishment

Replenishes the special account

Special account management

The management of the special account is to comply with the following requirements:

- The special account is established in the loan currency. Exceptions are to be decided by the OPEC Fund.
- Bank account details are communicated to the OPEC Fund by the bank/ financial institution where the special account is established.
- In some instances, a revision of the approved amount of the special account may be required.
- Statements of the special account outlining all transactions are to be provided by the Borrower to the OPEC Fund on a regular basis (as agreed between the Borrower and the OPEC Fund).
- The account is to be used only for the loan, and shall not receive any counterpart funds or other resources.
- The special account may neither be used as collateral nor incur overdrafts.
- Bank fees related to the management of the special account should be paid from the special account.
- The special account may be an interest-bearing account. Any interest or earnings accruing from the special account must be credited to the account and the Borrower may use the interest earned exclusively for the benefit of the project. Funds may not be transferred from the special account for investment purposes.
- The Borrower is accountable for all loan proceeds advanced to the special account.

Effects of suspension

During suspension of a loan, as described in Chapter 3 of this Handbook, no replenishments are made by the OPEC Fund to the special account. However, available funds in the special account may continue to be used to meet eligible expenditures.

Repayment of unused balance of the special account

There are various circumstances under which the OPEC Fund may require the Borrower to repay an unused balance of the special account to the OPEC Fund:

- The OPEC Fund determines that funds on deposit are no longer needed for their original purpose.
- Justifications for the utilization of the loan proceeds are not satisfactory.
- The OPEC Fund is not satisfied with the financial management of the special account.

The Borrower may also decide to repay funds from the special account if these funds are no longer needed or if the Borrower decides not to use the special account method any longer.

Final liquidation of the special account

In the course of the loan account closing or in case any of the above mentioned circumstances apply, the Borrower has to refund any unutilized balance of the special account to the OPEC Fund. In addition, the Borrower has to provide supporting documents for the previous replenishment without requesting a new replenishment. If the Borrower wishes to utilize the remaining special account balance, a request together with a justification should be sent to the OPEC Fund.

5.4 Special Commitment

To finance the purchase of imported goods under a project, the terms of the contract with the supplier may require the Borrower to open a letter of credit. If a commercial bank is unwilling to open, advise, or confirm the letter of credit without some reimbursement guarantee or security, the OPEC Fund may provide the commercial bank with a special commitment. Under a special commitment, the OPEC Fund undertakes to reserve funds in the loan account for later disbursement to the commercial bank, normally in the supplier's country, for payments made or to be made against the letter of credit.

Note: It has to be emphasized that the OPEC Fund is under no obligation to issue special commitments and that the OPEC Fund considers all circumstances of each particular case before issuing a special commitment.

Procedure for special commitments

Before the Borrower can apply for a special commitment with the OPEC Fund, the Borrower has to open a letter of credit with its (local) commercial bank, referred to as the issuing bank. After the letter of credit is issued with a valid expiry date, the Borrower completes and sends the *Application for a Special Commitment* (Form 2, see Annex) and the *Summary Sheet for Special Commitment* (Form 2a, see Annex) as an original and duly signed to the OPEC Fund. Two copies of the letter of credit and a copy of the contract or purchase order should be attached to the application.

If the OPEC Fund approves the issuance of a special commitment, it sends the *Special Commitment* together with a copy of the letter of credit to the commercial bank of the supplier, referred to as the supplier's bank. The OPEC Fund also sends a copy to the Borrower. The supplier's bank completes and sends its *Acceptance of the Special Commitment* to the OPEC Fund. In case the supplier's bank rejects the special commitment, it should return all documents received to the OPEC Fund, detailing the reasons for rejection.

When payment is due according to the terms and conditions of the special commitment, the supplier's bank pays the supplier. Upon receipt of the *Special Commitment Bank Report* (Form 3, see Annex) from the supplier's bank, the OPEC Fund effects payment to the supplier's bank and informs the Borrower of the disbursement. If the request for payment by the supplier's bank does not indicate that payment was made against documents evidencing shipment, the Borrower needs to send such evidence to the OPEC Fund.

Please refer to Chart 2 'Special commitment method' for detailed instructions and documentation requirements.

Supporting documentation

The Special Commitment Bank Report should be supported by the following:

- Copy of contract(s) or confirmed purchase order(s) (*required only with the first withdrawal application*)
- Copy of invoice(s), bill(s), or claim(s)
- Evidence of shipment
- Evidence of payment to the supplier
- Copy of valid letter of credit
- Copy of the bill of lading
- Statement of the supplier that the goods have been shipped

Qualified versus irrevocable special commitments

The OPEC Fund uses two forms of special commitment:

- (1) conditional special commitments
- (2) irrevocable special commitments.

These two forms of special commitment are identical in their operational procedure, but in the first case, the OPEC Fund's special commitment is conditional, and in the second case, it is irrevocable. Conditional in this context means that, in the event of a loan suspension or cancellation, the OPEC Fund's obligation to the supplier's bank ceases⁴. The irrevocable special commitment is not affected by any subsequent loan suspension or cancellation. Therefore, the OPEC Fund will enter into an irrevocable special commitment only if it is sufficiently justified in terms of the relationship with the Borrower and the contractual subject. An additional commitment charge is payable by the Borrower for an irrevocable commitment

4. Nevertheless, the OPEC Fund may under certain circumstances decide to reimburse the supplier's bank for any amounts expended, in relation to the special commitment, after any such suspension or cancellation. In this case, the amount reimbursed is deemed to be a withdrawal by the Borrower from the loan account.

SPECIAL COMMITMENT METHOD

Chart 2

DOCUMENTATION REQUIREMENTS BORROWER THE OPEC FUND SUPPLIER'S BANK

A) Application for the issuance of a special commitment

- *Application for a Special Commitment* (Form 2, see Annex) as original and duly signed
- Summary sheet(s) as original and duly signed (Form 2a, see Annex)

Supporting documentation:

- Two copies of the letter of credit with a valid expiry date
- Copy of contract or purchase order

Opens letter of credit with its commercial bank (issuing bank)

Sends *Application for a Special Commitment* with supporting documents to the OPEC Fund

Receives *Application for a Special Commitment* and related documentation

B) Issuance and acceptance of the special commitment

- *Special Commitment* sent with copy of letter of credit
- *Acceptance of Special Commitment*

Issues a *Special Commitment* to the supplier's bank and sends copy to the Borrower

Accepts the issued special commitment by sending *Acceptance of Special Commitment* to the OPEC Fund

C) Payment under the special commitment

Required by the supplier's bank:

- *Special Commitment Bank Report* (Form 3, see Annex)
- Copy of supplier's invoice

Required by the Borrower, if request for payment does not indicate that payment was made against documents evidencing shipment:

- Copy of bill of lading or
- Statement of supplier that goods have been shipped (including details of shipment) or
- Forwarder's certificate

If applicable: Sends documents evidencing shipment to the OPEC Fund

Pays the supplier's bank and informs the Borrower about disbursement

Pays supplier under letter of credit

Submits *Bank Report* to the OPEC Fund with copy of supplier's invoice and sends copy to the Borrower

D) Amending the special commitment due to an amendment of the letter of credit

- *Application for Approval of Amendment of Letter of Credit* (Form 4, see Annex)
- Two copies of the proposed amendment of the letter of credit

Receives proposed letter of credit amendment from the issuing bank

Sends *Application for Approval of Amendment of Letter of Credit* with two copies of proposed amendment to the OPEC Fund

Informs Borrower and the supplier bank by *Approval of Amendment of Letter of Credit*

Dollar limitation clause

If the letter of credit amount is denominated in a currency other than U.S. dollars, the OPEC Fund will impose a maximum limit in U.S. dollars upon its special commitment. This so-called dollar limitation clause is applied to ensure that exchange rate fluctuations will not create a commitment larger than the amount available and reserved for this purpose. In computing the dollar limitation, the OPEC Fund uses the current exchange rate with a margin to cover normal currency fluctuations.

The OPEC Fund's policy is to retain sufficient funds in the loan account to fully cover all outstanding special commitments. The OPEC Fund routinely reviews the dollar limitation of its special commitments and increases the limits as warranted subject to the particular conditions if uncommitted loan funds are available. Borrowers who request special commitments agree in the application form that if, because of this limitation clause, the OPEC Fund cannot disburse the full amount needed to make payments against the letter of credit covered by the special commitment, any uncommitted portion of the loan may be disbursed to cover the deficiency.

Amendments to a letter of credit

Once a special commitment has been issued, all amendments to the letter of credit are subject to prior approval by the OPEC Fund, as such amendments could substantially alter or increase the OPEC Fund's commitment. Those amendments can relate among other things to the terms of payment, the description or quantity of goods, the extension of the expiry date or terms of delivery.

The issuing bank sends to the Borrower two copies of the proposed amendment with a request for approval by the OPEC Fund. The Borrower submits an *Application for Approval of Amendment to a Letter of Credit* (Form 4, see Annex) to the OPEC Fund together with two copies of the proposed amendment of the letter of credit. After approval by the OPEC Fund, the *Approval of Amendment of Letter of Credit* (Form 4, see Annex) is sent to the supplier's bank together with one copy of the proposed amendment. Another copy is sent to the Borrower.

Note: Payment under a special commitment is not possible when the letter of credit has expired. Expiration of the letter of credit requires an extension of the expiry date and therewith an amendment to the letter of credit. This is costly and time-consuming for both the Borrower and the OPEC Fund. Therefore, the Borrower should consider an appropriate period when issuing the letter of credit to ensure that the letter of credit is still valid at the time of payment.

Annex

The following forms or standard texts are attached:

- Checklist for withdrawal applications
- Letter Designating Authorized Signatories
- **Form 1** Application for Withdrawal
- **Form 1a** Summary Sheet
- **Form 2** Application for a Special Commitment
- **Form 2a** Summary Sheet for Special Commitment
- **Form 3** Special Commitment Bank Report
- **Form 4** Application for Approval of Amendment to a Letter of Credit

CHECKLIST FOR WITHDRAWAL APPLICATIONS

		Yes or No
1	Is the OPEC Fund informed as to who is authorized to sign withdrawal applications? Is this information up-to-date?	
2	Do I have the latest version of the OPEC Fund's Disbursement Procedures and forms?	
3	Have I chosen the correct forms?	
4	Have I chosen the correct application type on the form Application for Withdrawal? A separate application needs to be prepared for each individual application type.	
5	Have I entered the correct date at the top of the application? (Date of filling out the application)	
6	Did I pay attention to the loan closing date?	
7	Have I correctly entered the application serial number?	
8	Does the withdrawal application amount tally with the sum of the summary sheets?	
9	Is the correct currency indicated?	
10	Is a separate application prepared for each individual currency?	
11	Are the banking details provided both accurate and complete?	
12	Do I need to provide correspondent bank details?	
13	Are the expenditures related to the right loan components? Are sufficient resources available in this component?	
14	Did I apply the correct financing percentage (as specified in the Loan Agreement) for the particular component?	
15	Are the summary sheets numbered according to the Disbursement Procedures?	
16	Did I attach all required supporting documentation?	
17	Are all documents to be submitted signed by an authorized signatory?	
18	Is there an external Loan Administrator? <i>If yes: Did I prepare two original conformed withdrawal applications? One application is to be submitted to the OPEC Fund and one to the Loan Administrator.</i>	



Letter Designating Authorized Signatories

To: **The OPEC Fund
for International Development
Parkring 8, A-1010 Vienna, Austria**

Date

Re: Loan Agreement (loan no) dated

between the OPEC Fund for International Development and

The Borrower

Dear Sir/Madam,

Please be advised that any one of the persons, whose authenticated specimen signatures appear below, is authorized on behalf of the Borrower to sign withdrawal applications (including applications for a special commitment) and any other notices or documents required or permitted to be executed under the above mentioned Loan Agreement.

Authorized signatory/ies

Name

Position

Specimen signature

Name

Position

Specimen signature

Name

Position

Specimen signature

All previous notices providing signatures of officials authorized to sign on behalf of the Borrower under the above Loan Agreement are hereby revoked.

Yours sincerely,

Authorized Representative of the Borrower



Application for Withdrawal

Form 1

To: **The OPEC Fund
for International Development
Parkring 8, A-1010 Vienna, Austria**

Date of application

Loan number

Loan closing date

Application serial number

Type of application

- Direct payment
- Reimbursement
- Special account
 - Initial deposit*
 - Replenishment*

Borrower details

Name

Contact person

Borrower address

City/Country

E-Mail

Phone/Facsimile

Please pay

Amount *Currency*

We apply for this disbursement under the above Agreement, and hereby certify or agree as follows:

- (1) The undersigned has not previously withdrawn any amount to meet these expenses. The undersigned has not and does not intend to obtain funds for this purpose from the proceeds of any other loan, credit or grant.
- (2) Said amount is required for expenditures made or to be made in said currency as described in the attached summary sheet(s) which forms an integral part of this application. A summary sheet is not required for an application for an initial deposit into the special account.
- (3) The goods and services covered by this application have been or are being purchased in accordance with the conditions of the Loan Agreement.
- (4) The expenditures are for eligible items to be financed under the loan and do not include taxes, duties and other ineligible items.
- (5) At the date of this application, there is no existing default under the said Loan Agreement.



Application for Withdrawal

Form 1

Beneficiary details

Beneficiary name

Beneficiary address

City/Country

Bank name

Bank address

City/country

SWIFT code

Account number

IBAN code

Correspondent bank (where applicable)

Bank name

Bank address

City/Country

SWIFT code

Account number

IBAN code

Authorized signatory(ies)

Name/Title _____
Signature

Name/Title _____
Signature

Name/Title _____
Signature

Date signed



Summary Sheet: Form 1a

Application type

Direct payment

Reimbursement

Special account

Loan number

Summary sheet number

Application serial number

Loan component

Item number	Description of goods, works or services	Name and address of contractor/supplier	Date and contract/purchase order no.	Currency and total amount of contract	Currency and amount requested	Date of payment	Remarks

Subtotal

Date

Authorized signatory



Application for a Special Commitment Form 2

To: **The OPEC Fund
for International Development
Parkring 8, A-1010 Vienna, Austria**

Date of application	<input type="text"/>	Type of special commitment
Loan number	<input type="text"/>	<input checked="" type="checkbox"/> conditional
Loan closing date	<input type="text"/>	<input checked="" type="checkbox"/> irrevocable
Application serial number	<input type="text"/>	

Borrower details

Name

Contact person

Borrower address

City/Country

E-Mail

Phone/Facsimile

We apply for a Special Commitment and subsequent withdrawal from the loan account, and hereby certify and agree as follows:

- (1) The undersigned requests that a Special Commitment be issued to the supplier's bank in accordance with the terms of the Agreement in order to make payment to the supplier's bank from the loan account. The undersigned irrevocably authorizes such withdrawal on the basis of any written statement by the supplier's bank that payment has been made or is due, and will be promptly made under and in accordance with the terms of the letter of credit as such may be amended.
- (2) Said amounts are required to enable the Borrower to meet expenditures to be made or to be provided, as set forth in such summary sheet(s) which forms an integral part of this application.
- (3) The undersigned agrees that if, because of the dollar limitation clause, the OPEC Fund cannot disburse the full amount needed to pay the supplier's bank, any uncommitted portion of the loan may be disbursed to cover the deficiency. In the event that the uncommitted portion of the Account is insufficient to cover the deficiency, the OPEC Fund will notify the undersigned who will arrange to make such payment promptly to the supplier's bank.
- (4) The undersigned has not previously withdrawn from the loan account to meet these expenditures. The undersigned has not and does not intend to obtain funds for this purpose out of the proceeds of any other loan, credit or grant.
- (5) The goods or services covered by this application are being purchased in accordance with the terms of the Loan Agreement.
- (6) The expenditures are being made only for goods or services from eligible sources.
- (7) At the date of this application, there is no existing default under the said Loan Agreement.
- (8) Only in the case of a Conditional Special Commitment, the OPEC Fund shall not be obligated to reimburse the supplier's bank for payments under such letter(s) of credit, made by it subsequent to the date of any suspension of the Borrower's right to make withdrawals from the loan account or subsequent to the date of any cancellation; provided, however, that the OPEC Fund may in its discretion, reimburse the supplier's bank for any amounts expended by it after any such suspension or cancellation, and the amount so reimbursed shall be deemed a withdrawal by the Borrower from the loan account.



Application for a Special Commitment
Form 2

Details of letter of credit (LC)

Supplier's bank name	
Supplier's bank address	
Name of confirming bank	
Address of confirming bank	
Name of issuing bank	
Address of issuing bank	
LC number by issuing bank	
Currency name/amount	
Date of issuance of LC	
Expiry date of LC	

Details of expenditure

Name of supplier	
Address of supplier	
Contract/Purchase order no.	
Date of contract/purchase order	
Date of no-objection notice	
Brief description of goods/works/services	

Authorized signatory(ies)

Name/Title

Signature

Date signed



Summary Sheet for Special Commitment: *Form 2a*

Loan number Summary sheet number

Application serial number Loan component

Name of bank

Item number	Name of purchaser	Category symbol	Brief description of goods	Issuing bank		Letters of credit				Remarks
				Name	Credit no.	Beneficiary (supplier)	Number	Expiration date	Account and currency	

Date

Authorized signatory



Special Commitment Bank Report
Form 3

To: **The OPEC Fund**
for International Development
Parkring 8, A-1010 Vienna, Austria

Date of application	<input type="text"/>	Type of special commitment	
Loan number	<input type="text"/>	<input checked="" type="checkbox"/> conditional	
Letter of credit no.	<input type="text"/>	<input checked="" type="checkbox"/> irrevocable	
Special commitment no.	<input type="text"/>		
Bank report no.	<input type="text"/>		
We have paid or will pay	<input type="text"/>	to or on the order of	<input type="text"/>

Name and address of beneficiary

under the letter of credit, special commitment and Loan Agreement mentioned above. Such payment has been made, or is due and will be promptly made to the beneficiary under and in accordance with the terms and conditions of the said letter of credit and amendments, if any, appropriately approved. We request payment of the amount pursuant to said special commitment. The copy of the supplier's invoice is attached.

Balance of the letter of credit

has been cancelled will be utilized

Payment routing instructions

Best regards,

Name

Authorized signature

Name and address of commercial bank

**Application for Approval of
Amendment to a Letter of Credit**
Form 4

To: **The OPEC Fund
for International Development
Parking 8, A-1010 Vienna, Austria**

Date of application [redacted]
Loan number [redacted]
Application serial number [redacted]
Letter of credit number [redacted]

There is forwarded herewith a request dated [redacted] by [redacted]
(issuing bank) for your written approval of a proposed amendment of [redacted]
of the above letter of credit, together with two copies of the proposed amendment.

The undersigned hereby requests that you confirm directly to the said issuing bank your
approval of such proposed amendment.

[redacted]
Borrower

Authorized signatory

The OPEC Fund for International Development
Approval of Amendment of Letter of Credit

We hereby confirm our approval, for the purposes of our special commitment no. [redacted],
of proposed amendment of the above letter of credit, in accordance with the copy of said
amendment annexed hereto.

The OPEC Fund for
International Development

Authorized signature

The OPEC Fund
for International Development
Parkring 8, A-1010 Vienna, Austria

