CAL - 5743 - KG

The World Bank INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W Washington, D.C. 20433 U.S.A.

(202) 473-1000 Cable Address: INTBAFRAD Cable Address: INDEVAS

January 18, 2016

D095

H.E. Adylbek Kasymaliyev Minister of Finance Ministry of Finance 58, Erkindik Boulevard Bishkek 720040 Kyrgyz Republic

Excellency:

#### Re: IDA Financing (Credit No. 5743- KG and IDA Grant No. D095-KG) **Integrated Forest Ecosystem Management Project** Additional Instructions: Disbursement

I refer to the Financing Agreement (the "Agreement") between the International Development Association (the "Association") and Kyrgyz Republic (the "Recipient") for the above-referenced project, dated January 18, 2016. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of financing for Credit 5743-KG and IDA Grant D095-KG ("Financing"). This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The attached World Bank Disbursement Guidelines for Projects, dated May 1, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Financing is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

#### I. Disbursement Arrangements

(i) Disbursement Methods (section 2). The following Disbursement Methods may be used under the Financing:

- Reimbursement
- Advance .
- **Direct Payment**
- Special Commitment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date specified in the Agreement. Any changes to this date will be notified by the Association.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Conditions in the Agreement, Schedule 2, Section IV.B.1.

#### **II.** Withdrawal of Financing Proceeds

## (i) Authorized Signatures (subsection 3.1).

A letter in the Form attached (Attachment 2) should be furnished to the Association at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank 1818 H Street, N.W. Washington, DC 20433 United States of America Attention: Saroj Kumar Jha, Regional Country Director. Central Asia

(ii)) Applications (subsections 3.2 - 3.3). Please provide completed and signed (a) applications for withdrawal, together with supporting documents, and (b) applications for special commitments, together with a copy of the commercial bank letter of credit, to the address indicated below:

The World Bank Radnicka cesta 80, 9<sup>th</sup> floor Zagreb, HR – 10 000 Croatia Attention: Disbursement Management Group

(*iii*) Electronic Delivery (subsection 3.4) The Association may permit the Recipient to electronically deliver to the Association Applications (with supporting documents) through the Association's Client Connection, web-based portal. The option to deliver Applications to the Association by electronic means may be effected if: (a) the Recipient has designated in writing, pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to sign and deliver Applications and to receive secure identification credentials ("SIDC") from the Association for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Recipient have registered as users of Client Connection. If the Association agrees, the Association will provide the Recipient with SIDC for the designated officials. Following which, the designated officials may deliver Applications electronically by completing Form 2380, which is accessible through Client Connection (https://clientconnection.worldbank.org). The Recipient may continue to exercise the option of preparing and delivering Applications in paper form. The Association reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Recipient.

(*iv*) Terms and Conditions of Use of SIDC to Process Applications. By designating officials to use SIDC and by choosing to deliver the Applications electronically, the Recipient confirms through the authorized signatory letter its agreement to: (a) abide by the Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of Secure Identification Credentials") provided in Attachment 3; and (b) to cause such official to abide by those terms and conditions.

(v) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for Direct Payment, Reimbursement and issuance of Special Commitments is US\$ 50,000.

(vi) Advances (sections 5 and 6).

- Type of Designated Accounts (subsection 5.3): Segregated
- Currency of Designated Accounts (subsection 5.4): United States Dollars (US\$)
- Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5): a commercial bank/financial institution acceptable to the Association.
- Ceilings (subsection 6.1):
  - DA-A for IDA Grant US\$ 300,000; and
  - DA-B for IDA Credit US\$ 300,000.

## **III. Reporting on Use of Financing Proceeds**

(i) Supporting Documentation (section 4). Supporting documentation should be provided with each application for withdrawal as set out below:

- For requests for Reimbursement and for reporting eligible expenditures paid from the Designated Accounts:
  - Statement of Expenditure in the forms attached (Attachments 4a and 4b) for all expenditures / contracts;
  - Records evidencing eligible expenditures (e.g. copies of receipts, supplier invoices) for payments against contracts that are subject to the Bank's prior review;
  - List of payments against contracts that are subject to the Bank's prior review, in the form attached (Attachment 5); and
  - A designated account reconciliation statement (Attachment 6) and related bank statement.
- For requests for Direct Payment: records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices.

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Accounts (subsection 6.3): Quarterly, or more frequently if needed.

## **IV. Other Disbursement Instructions**

Please be advised that in accordance with Schedule 2, Section IV.A.2 of the Agreement, to the extent practicable, the proceeds of the IDA Grant shall be disbursed before the proceeds of the Credit.

Furthermore, as provided for in the table in Schedule 2, Section IV.A.2 of the Agreement, the project would follow the idea of both parallel and joint co-financing, whereby certain project parts (as listed in the category description) would be fully financed from the GEF Grant and other project parts would be fully financed from the Credit and IDA Grant, while part 4 of the project would be jointly co-financed from both sources. Underlying details of such co-financing arrangement would be provided in the Procurement Plan, with SAEPF being fully responsible for making sure that the expenditures are paid from and documented under the correct source of financing.

Separate applications need to be prepared and submitted for the Credit and IDA Grant, for all disbursement methods mentioned in Section I.(i) of this Disbursement Letter.

#### V. Other Important Information

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the Association's public website at <u>https://www.worldbank.org</u> and its secure website "Client Connection" at <u>https://clientconnection.worldbank.org</u>. Print copies are available upon request.

From the Client Connection website, you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information.

If you have not already done so, the Association recommends that you register as a user of the Client Connection website (<u>https://clientconnection.worldbank.org</u>). From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information. All Recipient officials authorized to sign and deliver Applications by electronic means are required to register with Client Connection before electronic delivery can be effected. For more information about the website and registration arrangements, please contact the Association by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Jasna Mestnik, Finance Officer, at jmestnik@worldbank.org, using the above reference.

Yours sincerely, By

Jean-Michel Happi Country Manager for Kyrgyz Republic Europe and Central Asia Region



- 1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
- 2. Form for Authorized Signatures
- 3. Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated March 1, 2013
- 4. Forms of "Statement of Expenditure"
- 5. Form of Payments Against Contracts Subject to the Bank's Prior Review
- 6. Form of Designated Account Reconciliation Statement

Prepared by: Jasna Mestnik, Finance Officer - WFALA

Cleared with and cc: Nightingale Rukuba-Ngaiza, Country Lawyer - LEGLE Nathalie Weier Johnson, Task Team Leader - GENDR

Cc with copies: State Agency for Environmental Protection and Forestry (SAEPF)

Form of Authorized Signatory Letter [Letterhead] Ministry of Finance 58, Erkindik Boulevard Bishkek 720040 Kyrgyz

[DATE]

The World Bank 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Attention: [Country Director]

Re: Credit No. 5743-KG and IDA Grant No. D095-KG (Integrated Forest Ecosystem Management Project)

I refer to the Financing Agreement ("Agreement") between the International Development Association (the "Association") and Kyrgyz Republic (the "Recipient"), dated \_\_\_\_\_\_, providing the above Financing. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any 1[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal [and applications for a special commitment] under this Financing.

For the purpose of delivering Applications to the Association, <sup>2</sup>[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting <sup>3</sup>[individually] <sup>4</sup>[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Association by electronic means. In full recognition that the Association shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the *Terms and Conditions of Use of Secure Identification Credentials in* 

<sup>&</sup>lt;sup>1</sup> Instruction to the Recipient: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply. *Please delete this footnote in final letter that is sent to the Association.* 

 $<sup>^2</sup>$  Instruction to the Recipient: Stipulate if more than one person needs to *jointly* sign Applications, if so, please indicate the actual number. Please delete this footnote in final letter that is sent to the Association.

<sup>&</sup>lt;sup>3</sup> Instruction to the Recipient: Use this bracket if any one of the authorized persons may sign; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Association.* 

<sup>&</sup>lt;sup>4</sup> Instruction to the Recipient: Use this bracket <u>only</u> if several individuals must jointly sign each Application; if this is not applicable, please delete. *Please delete this footnote in final letter that is sent to the Association*.

connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of SIDC"), the Recipient represents and warrants to the Association that it will cause such persons to abide by those terms and conditions.]

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This Authorization replaces and supersedes any Authorization currently in the Association records with respect to this Agreement.

[Name], [position]	Specimen Signature:
[Name], [position]	Specimen Signature:
[Name], [position]	Specimen Signature:

Yours truly,

/ signed /

[Position]

## Terms and Conditions of Use of Secure Identification Credentials in connection with Use of Electronic Means to Process Applications and Supporting Documentation

March 1, 2013

The World Bank (Bank)<sup>1</sup> will provide secure identification credentials (SIDC) to permit the Recipient<sup>2</sup> to deliver applications for withdrawal and applications for special commitments under the Agreement(s) and supporting documentation (such applications and supporting documentation together referred to in these Terms and Conditions of Use as Applications) to the Bank electronically, on the terms and conditions of use specified herein.

SIDC can be either: (a) hardware-based (Physical Token), or (b) software-based (Soft Token). The Bank reserves the right to determine which type of SIDC is most appropriate.

#### A. Identification of Users.

- The Recipient will be required to identify in a completed Authorized Signatory Letter (ASL) duly delivered to and received by the Bank each person who will be authorized to deliver Applications. The Bank will provide SIDC to each person identified in the ASL (Signatory), as provided below. The Recipient shall also immediately notify the Bank if a Signatory is no longer authorized by the Recipient to act as a Signatory.
- Each Signatory must register as a user on the Bank's Client Connection (CC) website (<u>https://clientconnection.worldbank.org</u>) prior to receipt of his/her SIDC. Registration on CC will require that the Signatory establish a CC password (CC Password). The Signatory shall not reveal his/her CC Password to anyone or store or record the CC Password in written or other form. Upon registration as a CC user, the Signatory will be assigned a unique identifying account name.

#### **B.** Initialization of SIDC.

- 1. Prior to initialization of SIDC by a Signatory, the Signatory will acknowledge having read, understood and agreed to be bound by these Terms and Conditions of Use.
- 2. Where a Physical Token is to be used, promptly upon receipt of the Physical Token, the Signatory will access CC using his/her account name and CC Password and register

<sup>&</sup>lt;sup>+</sup> "Bank" includes IBRD and IDA.

<sup>&</sup>lt;sup>2</sup> "Recipient" includes the Recipient of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

his/her Physical Token and set a personal identification number (PIN) to be used in connection with the use of his/her Physical Token, after which the Physical Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Where a Soft Token is to be used, the Signatory will access CC using his/her account name and CC Password and set a personal identification number (PIN) to be used in connection with the use of his/her Soft Token, after which the Soft Token will be initialized for use by the Signatory exclusively for purposes of delivering Applications. Upon initialization of the SIDC, the Signatory will be a "SIDC User". The Bank will maintain in its database a user account (Account) for each SIDC User for purposes of managing the SIDC of the SIDC User. Neither the Recipient nor the SIDC User will have any access to the Account.

3. Prior to first use of the SIDC by the SIDC User, the Recipient shall ensure that the SIDC User has received training materials provided by the Bank in use of the SIDC.

## C. Use of SIDC.

- 1. Use of the SIDC is strictly limited to use in the delivery of Applications by the SIDC User in the manner prescribed by the Bank in the Agreement(s) and these Terms and Conditions. Any other use of the SIDC is prohibited.
- 2. The Bank assumes no responsibility or liability whatsoever for any misuse of the SIDC by the SIDC User, other representatives of the Recipient, or third parties.
- 3. The Recipient undertakes to ensure, and represents and warrants to the Bank (such representation and warranty being expressly relied upon by the Bank in granting SIDC) that each SIDC User understands and will abide by, these Terms and Conditions of Use, including without limitation the following:

#### 4. Security

4.1. The SIDC User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.

4.2. The SIDC User shall not allow anyone else to utilize his/her SIDC to deliver an Application to the Bank.

4.3. The SIDC User shall always logout from CC when not using the system. Failure to logout properly can create a route into the system that is unprotected.

4.4. If the SIDC User believes a third party has learned his/her PIN or has lost his/her Physical Token he/she shall immediately notify <u>clientconnection@worldbank.org</u>.

4.5. The Recipient shall immediately notify the Bank at <u>clientconnection@worldbank.org</u> of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.

## 5. Reservation of Right to Disable SIDC

5.1. The Recipient shall reserve the right to revoke the authorization of a SIDC User to use a SIDC for any reason.

5.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a SIDC, de-activate a SIDC User's Account or both.

## 6. Care of Physical Tokens

6.1. Physical Tokens will remain the property of the Bank.

6.2. The Bank will physically deliver a Physical Token to each Signatory designated to receive one in a manner to be determined by and satisfactory to the Bank.

6.3. Physical Tokens contain delicate and sophisticated instrumentation and therefore should be handled with due care, and should not be immersed in liquids, exposed to extreme temperatures, crushed or bent. Also, Physical Tokens should be kept more than five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Physical Tokens should be carried and stored separate from any EMR device. At close range (less than 5 cm), these devices can output high levels of EMR that can interfere with the proper operation of electronic equipment, including the Physical Token.

6.4. Without derogating from these Terms and Conditions of Use, other technical instructions on the proper use and care of Physical Tokens are available at http://www.rsa.com.

#### 7. Replacement

7.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Physical Tokens will be replaced at the expense of the Recipient.

7.2. The Bank reserves the right, in its sole discretion, not to replace any Physical Token in the case of misuse, or not to reactivate a SIDC User's Account.

#### Statement of Expenditures (SOE)

Payments made during the period from \_\_\_\_\_\_ to \_\_\_\_\_

Credit No.: \_\_\_\_\_\_ Application No.: \_\_\_\_\_\_ Category No.: \_\_\_\_\_\_

Supplier's WB Name Contra Numbe Clier Connec	ract Se ber in (CW/GO ent / Brief I	of Good or ervice D/CS/OP/TR) Description	Currency and Total Amount of Contract	Currency and Total Amount of Invoice Covered by Application	% Financed by IBRD/IDA/TF	Amount Eligible for Financing (5 x 6)	Currency and Amount Paid from Designated Account (if Applicable)	Exchange Rate	Date of Payment	Remarks
					TOTALS					

Supporting documents for this SOE retained at \_\_\_\_\_\_(location)

Attachment 4a

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SOE No.:

Attachment 4b

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IDA NO.:	
DATE:	
APPLICATION NO .:	
PAGE NO.:	

CATEGORY NUMBER:

SUB-GRANTS, CREDIT LINES, SUB-LOANS

INTERNATIONAL DEVELOPMENT ASSOCIATION

STATEMENT OF EXPENSES - SOE

(No Supporting Documents)

1	2	3	4	5	6	7	8	9	10	11	12
Name or Number of Sub-grant/Credit/ Sub-loan	Name of Benefic.		Amount of Sub-grant/Credit/ Sub-loan		100% of Amounts paid in this Application		Amount requested in this Application (Col 6 X 7)		Rate of Exchange	Date of Withdrawal from DA	US\$ Amount withdrawn from DA

13-Total

Contract Number	Supplier	Contract Date	Contract Amount	Date of WB's Non Objection to Contract	Amount Paid to Supplier during Period	WB's Share of Amount Paid to Supplier during Period

# Payments Made during Reporting Period Against Contracts Subject to the Bank's Prior Review

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## DESIGNATED ACCOUNT RECONCILIATION STATEMENT

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OTAL AMOUNT WITI			D +	\$		*
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		)	+	\$		
INTEREST EARNED			-	\$		*
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11. DATE: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_