

# OFFICIAL DOCUMENTS LN8681-7E

**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

December 26, 2016

Mr. Burhan Özcan  
General Manager  
Boru Hatları ile Petrol Taşıma A.Ş. (BOTAS)  
Bilkent Plaza,  
A - 2 Blok, Bilkent  
06800 ANKARA  
Republic of Turkey

Dear Mr. Özcan:

**Re: IBRD Loan 8681-7E (Trans-Anatolian Natural Gas Pipeline Project - TANAP)  
Additional Instructions: Disbursement**

I refer to the Loan Agreement between the International Bank for Reconstruction and Development (the "Bank") and Boru Hatları ile Petrol Taşıma A.Ş. (BOTAS) (the "Borrower") for the above-referenced project, dated December 26, 2016. The Loan Agreement provides that the Bank may issue additional instructions regarding the withdrawal of the proceeds of Loan 8681-7E ("Loan"). 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 Loan 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 Loan:

- Reimbursement
- Advance
- Direct Payment

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

**(iii) Disbursement Conditions (subsection 3.8).** Please refer to the Disbursement Condition(s) in the Loan Agreement.

## **II. Withdrawal of Loan Proceeds**

**(i) Authorized Signatures (subsection 3.1).** An authorized signatory letter in the Form attached (Attachment 2) should be furnished to the Bank at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank Turkey  
Ugur Mumcu Caddesi No. 88  
06700 Gaziosmanpasa Ankara  
Attention: Johannes C.M. Zutt, Country Director, ECCU6

**(ii) Applications (subsections 3.2 - 3.3).** Please provide completed and signed applications for withdrawal, together with supporting documents, to the address indicated below:

The World Bank  
Radnicka cesta 80, 9th floor  
Zagreb, HR - 10 000  
Croatia  
Attention: Loan Department

**(iii) Electronic Delivery (subsection 3.4)** The Bank may permit the Borrower to electronically deliver to the Bank Applications (with supporting documents) through the Bank's Client Connection, web-based portal. The option to deliver Applications to the Bank by electronic means may be effected if: (a) the Borrower 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 Bank for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Borrower have registered as users of Client Connection. If the Bank agrees, the Bank will provide the Borrower 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 Borrower may continue to exercise the option of preparing and delivering Applications in paper form. The Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Borrower.

**(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 Borrower 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 and Reimbursement is US\$ 10,000,000.

**(vi) Advances (sections 5 and 6).**

- **Type of Designated Account (subsection 5.3):** Segregated
- **Currency of Designated Account (subsection 5.4):** United States dollars (US\$)
- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** a commercial bank / financial institution acceptable to the Bank.
- **Ceiling (subsection 6.1):** forecast for 2 quarters as provided in the quarterly Interim Financial Report (IFR)

### III. Reporting on Use of Loan 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 Account:**
  - Interim Financial Report in the form attached (Attachment 4).
- **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 Account (subsection 6.3):** Quarterly.

### IV. Other Disbursement Instructions

**Retroactive Financing** – No withdrawals shall be made for payments made prior to the date of the Loan Agreement, except that withdrawals up to an aggregate amount not to exceed US\$ 240,000,000 equivalent may be made for payments made prior to the date of the Loan Agreement but on or after July 1, 2015, for Eligible Expenditures under the project.

### V. Other Important Information

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

If you have not already done so, the Bank recommends that you register as a user of the Client Connection website (<https://clientconnection.worldbank.org>). From this website you will be able to prepare and deliver Applications, monitor the near real-time status of the Loan, and retrieve related policy, financial, and procurement information. All Borrower 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 Bank by email at <[clientconnection@worldbank.org](mailto:clientconnection@worldbank.org)>.

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

Yours sincerely,



Seda Aroymak  
Acting Director  
Turkey Country Unit  
Europe and Central Asia Region

## Attachments

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. Form of "Interim Financial Report"

Prepared by: Jasna Mestnik, Finance Officer - WFALA

Cleared with and cc: Lisa Lui, Lead Counsel - LEGLE  
Kari J. Nyman, Task Team Leader – GEE03  
Yesim Akcollu, Task Team Leader - GEE03  
Abdulaziz Faghi, Task Team Leader - GEE03

Cc with copies: Mr. Mehmet Konuk  
Deputy General Manager  
Boru Hatları ile Petrol Taşıma A.Ş. (BOTAŞ)  
Bilkent Plaza A - II Blok, Bilkent  
06800 ANKARA

Mr. İsmail Çeşmeci  
Head of Finance and Accounting Department  
Boru Hatları ile Petrol Taşıma A.Ş. (BOTAŞ)  
Bilkent Plaza A - II Blok, Bilkent  
06800 ANKARA

Form of Authorized Signatory Letter  
[Letterhead]  
Boru Hatları ile Petrol Taşıma A.Ş. (BOTAŞ)  
[Street address]

[DATE]

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

Attention: [Country Director]

Re: Loan No. 8681-7E (Trans-Anatolian Natural Gas Pipeline Project - TANAP)

I refer to the Loan Agreement (“Agreement”) between the International Bank for Reconstruction and Development (the “Bank”) and Boru Hatları ile Petrol Taşıma A.Ş. (BOTAŞ) (the “Borrower”), dated \_\_\_\_\_, providing the above Loan. For the purposes of Section 2.03 of the General Conditions as defined in the Agreement, any <sup>1</sup>[one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Borrower to sign applications for withdrawal [and applications for a special commitment] under this Loan.

For the purpose of delivering Applications to the Bank, <sup>2</sup>[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Borrower, 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 Bank.

This confirms that the Borrower is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Bank by electronic means. In full recognition that the Bank 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 connection with Use of Electronic Means to Process Applications and Supporting Documentation* (“Terms and Conditions of Use of SIDC”), the Borrower represents and warrants to the Bank that it will cause such persons to abide by those terms and conditions.

---

<sup>1</sup> Instruction to the Borrower: 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 Bank.*

<sup>2</sup> Instruction to the Borrower: 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 Bank.*

<sup>3</sup> Instruction to the Borrower: 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 Bank.*

<sup>4</sup> Instruction to the Borrower: Use this bracket only 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 Bank.*

This Authorization replaces and supersedes any Authorization currently in the Bank 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 Borrower<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.**

1. The Borrower 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 Borrower shall also immediately notify the Bank if a Signatory is no longer authorized by the Borrower to act as a Signatory.
2. Each Signatory must register as a user on the Bank's Client Connection (CC) website (<https://clientconnection.worldbank.org>) 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 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

---

<sup>1</sup> "Bank" includes IBRD and IDA.

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

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 Borrower nor the SIDC User will have any access to the Account.

3. Prior to first use of the SIDC by the SIDC User, the Borrower 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 Borrower, or third parties.
3. The Borrower 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:
  - 4.1. 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 [clientconnection@worldbank.org](mailto:clientconnection@worldbank.org).
  - 4.5. The Borrower shall immediately notify the Bank at [clientconnection@worldbank.org](mailto:clientconnection@worldbank.org) of any lost, stolen or compromised SIDC, and take other reasonable steps to ensure such SIDC are disabled immediately.
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 [clientconnection@worldbank.org](mailto:clientconnection@worldbank.org).
  - 4.5. The Borrower shall immediately notify the Bank at [clientconnection@worldbank.org](mailto:clientconnection@worldbank.org) 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 Borrower 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 Borrower.

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.

Interim Financial Report (IFR)

TANAP PROJECT  
 INTERIM UNAUDITED FINANCIAL REPORTS  
 For the Quarter Ended

Cash Call Number	Cash Call Amount US Dollars	BOTAS Payment US Dollars	Payment Date	SGC Payment US Dollars	Payment Date	Payment for Eligible Contracts Total	BOTAS share US Dollars	SGC Share US Dollars
------------------	-----------------------------	--------------------------	--------------	------------------------	--------------	--------------------------------------	------------------------	----------------------

TANAP PROJECT  
 INTERIM UNAUDITED FINANCIAL REPORTS  
 For the Quarter Ended

Payments Made for Eligible Contracts during the Quarter Ended

Cash Call XXXX	Payments During the Quarter					Payments During the Year			Cumulative payments		
	Total Invoice Amount	BOTAS Share (%)	BOTAS Share (USD)	SGC Share (%)	SGC Share (USD)	Total Invoice Amount	BOTAS Share (USD)	SGC Share (USD)	Total Invoice Amount	BOTAS Share (USD)	SGC Share (USD)
Contract Description, Contract Number and Supplier Name Invoice date and Number Invoice date and Number Invoice date and Number Invoice date and Number											
Contract Description, Contract Number and Supplier Name Invoice date and Number Invoice date and Number Invoice date and Number Invoice date and Number											
Cash Call XXXX											
Contract Description, Contract Number and Supplier Name Invoice date and Number Invoice date and Number Invoice date and Number Invoice date and Number											
Contract Description, Contract Number and Supplier Name Invoice date and Number Invoice date and Number Invoice date and Number Invoice date and Number											
Cash Call XXXX											
Contract Description, Contract Number and Supplier Name Invoice date and Number Invoice date and Number Invoice date and Number Invoice date and Number											
Contract Description, Contract Number and Supplier Name Invoice date and Number Invoice date and Number Invoice date and Number Invoice date and Number											

**BOTAS AS**  
**TANAP PROJECT DESIGNATED ACCOUNT STATEMENT**  
**as at [END OF QUARTER DATE]**

Opening balance as at(beginning of quarter)

IBRD advanced during the quarter

Payments made During the Quarter

Closing Balance as at (end of quarter)

Forecast for the Next Two Quarters

**SGC**  
**TANAP PROJECT DESIGNATED ACCOUNT STATEMENT**  
**as at [END OF QUARTER DATE]**

Opening balance as at(beginning of quarter)

IBRD advanced during the quarter

Payments made During the Quarter

Closing Balance as at (end of quarter)

Forecast for the Next Two Quarters

**TANAP PROJECT**  
**INTERIM UNAUDITED FINANCIAL REPORTS**  
**For the Quarter Ended .....**

Forecast for the Quarter Ended ... (Q+1)	Month 1	Month 2	Month 3
--	---------	---------	---------

Forecasted Payments Under Eligible Contracts			
Eligible Contract 1			
Eligible Contract 2			

Total Forecasted payments Q+1			
BOTAS Share			
SGC Share			

Forecast for the Quarter Ended .... (Q+2)	Month 1	Month 2	Month 3
---	---------	---------	---------

Forecasted Payments Under Eligible Contracts			
Eligible Contract 1			
Eligible Contract 2			

Total Forecasted payments Q+1			
BOTAS Share			
SGC Share			