

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

August 23, 2012

H.E. Mr. Safarali Najmiddinov Minister Ministry of Finance 3 Akademikov Rajabovikh Ave. Dushanbe 734025 Republic of Tajikistan

> Re: Republic of Tajikistan: Additional Financing for Municipal Infrastructure Development Project (IDA Financing No. H769-TJ) Additional Instructions: Disbursement

Excellency:

I refer to the Financing Agreement ("Agreement") between the Republic of Tajikistan and the International Development Association (The Association) for the above-referenced Project, dated August 23, 2012. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of Financing H769-TJ (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
 - Direct Payment
 - Special Commitment

- (ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is 4 months after the Closing Date specified in the Financing Agreement. Any changes to this date will be notified by the Association.
- (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 devices ("Tokens") 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 Tokens 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 Tokens to Process Applications. By designating officials to accept Tokens 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation ("Terms and Conditions of Use of Tokens") provided in Attachment (3); and (b) to deliver the Terms and Conditions of Use of Tokens to each such official and to cause such official to abide by those terms and conditions

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 Director for 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, 9th floor HR-10000 Zagreb, Croatia

Attention: Disbursement Management Group Sergo Lomtatidze – Senior Finance Officer

Tel: +385 1 235 7281 Fax: +385 1 235 7233

(iii) Minimum Value of Applications (subsection 3.5). The Minimum Value of Applications for direct payment and issuance of special commitments is US\$200,000.

(iv) Advances (sections 5 and 6).

• For the reason set forth in subsection 5.2 of the Disbursement Guidelines, the advancing of loan proceeds into a designated account is not a Disbursement Method currently available under this Loan. Please send Applications only in support of the Disbursement Methods listed in subsection I (i) of this letter.

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:
 - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments against contracts valued at: US\$100,000 equivalent or more for works, US\$100,000 equivalent or more for goods, US\$100,000 equivalent or more for services of consulting firms, and US\$50,000 equivalent or more for individual consultants.
 - O Statement of Expenditure in the form attached (Attachment 4) for all other expenditures/contracts
 - O List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 5)
 - For requests for Direct Payment: records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices

IV. Other Disbursement Instructions

• Retroactive Financing – No withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 1,220,000 equivalent may be made for payments made prior to this date but on or after February 10, 2012, for eligible expenditures under Category 4.

• Condition of Disbursement - No withdrawals shall be made against Categories 4 and 2 unless the terms as identified in paragraphs 1(a) and 1(b), respectively, of Section IV B of Schedule 2 of the Financing Agreement are met.

V. Other Important Information

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

From the Client Connection website, you will be able to download Applications, monitor the near real-time status of the PPA, 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 (http://clientconnection.worldbank.org). From this website you will be able to download Applications, monitor the near real-time status of the PPA, and retrieve related policy, financial, and procurement information. 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 Mr. Joseph P. Formoso, Senior Finance Officer at <loa-eca@worldbank.org> using the above reference.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Marsha U. Olivs

Marsha M. Olive Country Manager Authorized Representative

Attachments

- NIAN 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated January 20, 2010
- 4. Form of Statement of Expenditure
- 5. Form of Payments against Contracts Subject to the Association's Prior Review

Prepared by: Joseph P. Formoso, CTRLN

Cleared with and cc: Adam Shayne, LEGEM
Serdar Jepbarov/Yarissa Sommer, ECSS6

Cc with copies: Mr. Alimurod Tagaimurodov

General Director

State Unitary Enterprise "Khojagiyi Manziliyu Kommunali"

Str. Negmat Karabaev 56

734025 Dushanbe Republic of Tajikistan Tel.: (+992 37) 221-77-98 Fax.: (+992 37) 221-77-98

Mr. Jamshed Tabarov

Director

Project Management Unit

Municipal Infrastructure Development Project

Str. Negmat Karabaev 56

734025 Dushanbe

Republic of Tajikistan

Tel.: (+992 37) 233-88-25 Fax.: (+992 37) 233-88-25 Email: office@midp.tjXXX [Letterhead]
Ministry of Finance
[Street address]
[City] [Country]

[DATE]

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

Attention: [Country Director]

Dear [Country Director]:

Re: Republic of Tajikistan: Additional Financing for Municipal Infrastructure Development Project (IDA Financing No. H769-TJ)

I refer to the Financing Agreement ("Agreement") between the Republic of Tajikistan ("Recipient") and the International Development Association ("the Association") dated August 23, 2012, providing for the above Financing. For the purposes of Section 2.03 of the General Conditions, as defined in the Agreement, any [¹one] 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:

[Name], [position]	Specimen Signature:
[Name], [position]	Specimen Signature:
[Name], [position]	Specimen Signature:
	Yours truly,
	/ signed /
	[Position] ²

² The letter should be signed by the official designated as the Recipient's Representative in the Advance Agreement.

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¹ Instruction to the Recipient when sending this letter to the World Bank: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply.

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

January 20, 2010

The World Bank (Bank)³ will provide secure identification devices (Tokens) to permit the Borrower⁴ 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.

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 Tokens 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 delivery of Tokens. 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. Distribution, Initialization and Return of Tokens.

- 1. The Bank will physically deliver a Token to each Signatory in a manner to be determined by and satisfactory to the Bank.
- 2. At the time of delivery of a Token to a Signatory, the Signatory will receive a copy of these Terms and Conditions of Use for purposes of initializing the Token.
- 3. The Bank will verify that the Token, Temporary Password and Terms and Conditions of Use have been duly delivered to and received by the CC User.
- 4. Promptly upon receipt of the Token and Terms and Conditions of Use, the Signatory will access CC using his/her account name and CC Password and register his/her Token and

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³ "Bank" includes IBRD and IDA.

⁴ "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

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

- 5. Prior to first use of the Token by the Token User for delivering Applications, the Borrower shall ensure that the Token User has received training materials provided by the Bank in use of the Token.
- 6. Tokens shall be promptly returned to the Bank upon request of the Bank.

C. Management of Tokens.

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

Security

- 4.1. The Token User shall not reveal his/her PIN to anyone or store or record the PIN in written or other form.
- 4.2. The Token User shall not allow anyone else to utilize a Token to deliver an Application to the Bank.
- 4.3. The Token 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 Token User believes a third party has learned his/her PIN or has lost his/her Token he/she shall immediately notify <u>clientconnection@worldbank.org</u>.
- 4.5. The Borrower shall immediately notify the Bank at <u>clientconnection@worldbank.org</u> of any lost, stolen or compromised Tokens, and take other reasonable steps to ensure such Tokens are disabled immediately.

Care of Tokens

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

5. Replacement

- 5.1. Lost, damaged, compromised (in terms of 4.5, above) or destroyed Tokens will be replaced at the expense of the Borrower.
- 5.2. The Bank reserves the right, in its sole discretion, not to replace any Token in the case of misuse, or not to reactivate a Token User's Account

6. Reservation of Right to disable Token

- 6.1. The Borrower shall reserve the right to revoke the authorization of a Token User to use a Token for any reason.
- 6.2. The Bank reserves the right, in its sole discretion, to temporarily or permanently disable a Token, de-activate a Token User's Account or both.

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

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 Amt Paid to Supplier during Period

Statement of Expenditures (SOE)

For e	Payments made during the period from to Application no.: For expenditures against the contracts not subject to the Association's Financing no.: Documentation Threshold SOE No.:								
1	2	3	4	5	6	7	8	9	
Item No.	Category No. (**)	Currency and Total Amount of Contract	Currency and Total Amount of Invoice Covered by Application (Net of Retention)	Eligible % from Grant Agreement	Amount Eligible for Financing (4 x 5)	Currency and Amount Paid from Special Account (if Applicable)	Exchange Rate (Col. 7 divided by Col. 6)	Remarks	
			-		. ± 0 - 10				
Supp	orting docun	nents for this SOE reta	ained at	TOTALS					
- app	g ===a			(insert					

location)

(*) A separate SOE form should be used for retroactive financing (**) Items should be grouped by category; or alternatively, a separate SOE form may be used for each category