

OFFICIAL
DOCUMENTS

CR 5859-BF

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

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July 07, 2016

H.E Hadizatou Coulibaly Sori
Minister of Economy and Finance
03 B.P. 7050
Ouagadougou, Burkina Faso

Re: Burkina Faso
IDA Credit Number 5859-BF
Transport and Urban Infrastructure Development Project
Additional Instructions: Disbursement

Excellency:

I refer to the Financing Agreement (“Agreement”) between Burkina Faso (the “Recipient”) and the International Development Association (“Association”), for the above-referenced project of even date herewith. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of IDA Financing (“Credit”) 5859-BF (“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
- Advance
- Special Commitment

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

- (iii) **Disbursement Conditions (subsection 3.8).** Please refer to the Withdrawal Conditions in the Financing Agreement.

II. Withdrawal of Financing Proceeds

- (i) **Authorized Signatures (subsection 3.1).**

Application for this Financing will be signed by the officials(s) authorized to sign Application for all financings to the Recipient as indicated in the Letter dated April 3, 2013, from H.E. Lucien Marie Noel Bembamba, Minister of Economy.

- (ii) **Applications (subsections 3.2 - 3.3).** Please provide completed and signed 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,
Loan Department,
Delta Center, 13th Floor,
Menengai Road, Upper Hill,
Nairobi,
Kenya.
Contact Telephone number: +254 20 2936 000.

- (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 [2]; 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 is 20% of the Designated Account ceiling.

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

- **Type of Designated Account (subsection 5.3):** Segregated
- **Currency of Designated Account (subsection 5.4):** CFAF
- **Financial Institution at which the Designated Account will be opened (subsection 5.5):** BCEAO Ouagadougou
- **Ceiling (subsection 6.1):** FCFA 1,500,000,000

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 Account:**
 - Statement of Expenditure in the form attached (Attachment 3)
- **For requests for Direct Payment:** records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient’s acceptance of contracted goods or services.

(ii) **Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3):** Quarterly

(iii) **Other Supporting Documentation Instructions**

All other supporting documentation for SOEs should be retained by the project management or Recipient and must be made available for review by periodic World Bank missions and internal and external auditors.

IV. Other Disbursement Instructions

Funds from the Designated Account will be transferred to transaction accounts in a Commercial Bank in to meet eligible expenditures, provided that transactions and balances in these accounts are included in all project financial reports.

At the time of negotiating this Project, a Contingent Emergency Response Component (CERC) (Category 3 of Section IV.A.2 of Schedule 2 of the Financing Agreement) have been design for to allow IDA resources to be made available through a simple reallocation of funds. Specific disbursement arrangements have also been designed to include the use of a separate Designated

Account to the extent such use is permitted at a later date during project implementation; provided that this disbursement letter will first need to be amended and reinstated at a later date to reflect such arrangements. The level of the advance needed for the CERC category would be established independently of any existing advances for the Financing Agreement categories and recorded in a revised Disbursement Letter. In order to provide necessary liquidity for fast response, the ceiling will be 100% of the amount allocated to the CERC category.

The CERC Operations Manual will include the detailed disbursement arrangements applicable under the Contingent Emergency Response Part of the Project. As part of such arrangements, a positive list could be used, which would feature in the CERC Operations Manual, and would include the items against which disbursements will be made. Where a positive list of expenditures is used, the documentation required to support disbursement requests should be agreed (e.g. invoices and bills of lading for food imports) and recorded in the CERC Operation Manual and the Disbursement Letter.

V. Other Important Information

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World 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.

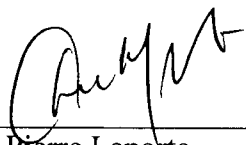
From the Client Connection website, you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, and retrieve related policy, financial, and procurement information.

If you have not done so, the Bank recommends that you register as a user of the Client Connection website at <https://clientconnection.worldbank.org>. 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. For more information about the website and registration arrangements, please contact the World Bank by email at <https://clientconnection.worldbank.org>.

If you have any queries in relation to the above, please contact us at email address WFAFO-afr@worldbank.org using the above reference.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

for By 
Pierre Laporte
Country Director for Burkina Faso
Africa Region

Ref
1
Attachments

1. *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006
2. *Terms and Conditions of Use of Secure Identification Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation*, dated March 1, 2013
3. Form of Statement of Expenditure

**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)¹ will provide secure identification credentials (SIDC) to permit the Borrower² 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

¹ "Bank" includes IBRD and IDA.

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

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 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. ***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.
- 4.5. The Borrower shall immediately notify the Bank at 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.

Attachment 3

IBRD - International Bank for Reconstruction and Development
Statement of Expenditures (SOE)
 (without supporting documents)

IBRD/IDA/TF # _____
 Application # _____
 Page # _____
 Category # _____

Payments made during the period from _____ to _____

ELIGIBLE EXPENDITURES

for Civil Works, Goods, Consultants' Services, Non-consulting services, Training and Operating Costs

													ONLY for the Designated Account		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Name of Beneficiary, Consultant or Supplier	Brief Description of the expenditure	Expenditure Type (CS, GO, CW OP, TR, NCS)	Prior Review Contract? (YES or NO)	Contract Reference	Contract Currency	Contract Total Amount (original + amendments)	Accumulated Contract Amount (included in previous SOEs)	Invoice Number	Date of Payment	Total Amount Paid	% Financed by IBRD/IDA/TF	Eligible Amount (Col 11 X 12)	Exchange Rate	Date of Withdrawal from the Desig. Account	Amount Withdrawn from the Desig. Account (Col 13 X 14)
										0.00		0.00		TOTAL	0.00

The supporting documentation related to payments listed in this SOE are retained at <MP, F&M, NTIV'S ENTITE'S NAME AND ADDRESS>

- * A separate SOE should be used for retroactive financing and be clearly marked as "Retroactive Financing"
- ** SOEs should be grouped by category of disbursement as per the Withdrawal Schedule defined in Schedule 2, Section IV A of the Grant Agreement
- *** If this application is not related to payments made through the Designated Account, leave columns 14, 15 and 16 in blank

Instructions

- Column 1: Insert supplier's name
- Column 2: Insert a brief description of the expenditure (for example: consulting fees Dec/2012, Civil Works, Cleaning services, per diem, audit services, etc).
- Column 3: Identify type of expenditure made (for example: CS: consulting Services / CW: civil works / GO: goods / OP: operating costs / TR: training and/or Workshops / NCS: Non Consulting Services / SP: Subprojects)
- Column 4: Inform whether or not the contract was subjected to the Bank's prior review.
- Column 5: If Contract was subject to Bank's Prior Review, please inform Client Connection's contract reference.
- Column 6: Insert contract currency
- Column 7: Insert contract amount (in the currency that was informed in column 6)
- Column 8: Inform contract amount that was already paid and reported to the Bank (included in previous applications)
- Column 9: Insert invoice / receipt number
- Column 10: Inform date the payment was made to the supplier
- Column 11: Inform amount that was paid to the supplier, in the currency of the invoice.
- Column 12: Indicate the financing percentage (as stated in the legal agreement)
- Column 13: Calculate the eligible amount (multiply column 11 x 12). In cases where financing percentage is 100%, the amounts indicated in this column will be the same indicated in column 11.
- Column 14: Insert the exchange rate. Please keep in mind that the exchange rate to be used must be the same that was used for the internalization of the funds. This means that the project should use the same rate used to exchange the US dollars transferred from the Bank into local currency. This is a very
- Column 15: Insert the date when the project transferred the funds from the Designated account (in Dollars) to the operating account (in local currency).
- Column 16: Calculate column 13 x column 14. This column reflects the amount in US dollars of each expenditure listed, the amount considered documented by the World Bank.