

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

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Cable Address: INTBAFRAD Cable Address: INDEVAS

January 13, 2016

H. E. Saïdou Sidibé Minister of Economy and Finance Ministry of Economy and Finance B. P. 862 Niamey Republic of Niger

Re: IDA Credit No. 5755-NE and Grant No. D098-NE (Electricity Access Expansion Project)
Additional Instructions: Disbursement

Excellency:

I refer to the Financing Agreement between the International Development Association (the "Association") and the Republic of Niger (the "Recipient") for the above-referenced project, dated *January 13, 2016*. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of IDA Credit No. 5755-NE and IDA Grant No. D098-NE ("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 4 months after the Closing Date specified in the Financing Agreement. Any changes to this date will be notified by the Association.

II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1).

Applications for this Financing will be signed by the official(s) authorized to sign Applications as indicated in your letter of January 5, 2015 or any amendments thereto.

(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,
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 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 Reimbursement, Direct Payment and Special Commitment is twenty percent 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): SONIBANK

• Ceiling (subsection 6.1): forecast for 2 quarters as provided in the quarterly Interim Financial Report

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 refer to Section IV for additional details regarding Category (1)
 - For requests for Reimbursement:
 - o Interim Financial Report in the form attached (Attachment 4); and
 - List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 5)
 - For reporting eligible expenditures paid from the Designated Account:
 - o Interim Financial Report in the form attached (Attachment 4); and
 - 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
- (ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3): the period set out in the Financing Agreement for provision of Interim Financial Reports

IV. Other Important Information

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the Association'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 already done so, the Association 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 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 Aissatou Diallo, Sr. Finance Officer at <u>WFALDAFR@worldbank.org</u> using the above reference.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Siaka Bakayoko Country Manager for Niger Africa Region

Attachments

- 1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006
- 2. 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
- 3. Form of insert Interim Financial Report
- 4. Form of Payments Against Contracts Subject to the Bank's Prior Review

Cc with copies: Ministry of Energy and Petrol

Mr. Alio Toune Chief of Staff Tel: 22790645556 Email: as.toune@live.fr

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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. <u>Identification of Users</u>

- 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. <u>Initialization of SIDC</u>

- 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 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

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.

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. <u>Use of SIDC</u>

- 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 <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 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

IFR Template

NIGER Electricity Access Expansion Project IDA Loan No. xxxx Sources and Uses of Funds For the Quarter ended dd/mm/yyyy Amounts expressed in XOF

EXPENDITURES	Quarter		Cumulative	
RECEIPTS				
IDA Funds				
Government Funds				
Retroactive Financing				
Total Receipts				
LESS EXPENDITURE BY COMPONENT				
Component 1: Extension and reinforcement of distribution systems				
Component 2: Strengthening institutional capacity in the electricity sector				
Sub-component 2-A: Technical assistance to MEP				
Sub-component 2-B: Technical assistance to Nigelec				
Sub-component 2-C: Project Management				
Total Expenditure	0.00	0.00	0.00	0.00
RECEIPTS LESS PAYMENTS			***	
Net Change in Cash				
CASH BALANCES				
Opening Cash Balances				
Project Bank Account				
IDA Designated Account				
Total Opening Cash Balances				
Closing Cash Balances				
Project Bank Account				
IDA Designated Account				
Total Closing Cash Balances	0.00	0.00	0.00	0.00

NIGER Electricity Access Expansion Project IDA Loan No. xxxx Use of Funds by Project Components For the Quarter ended dd/mm/yyyy Amounts in XOF

		Quarter			Cumulative		
Project Component / Activity	Planned	Actual	Variance	Planned	Actual	Variance	Forecast/6 months
COMPONENT 1							
Sub-Total: Component 1							
COMPONENT 2							
Sub-Total: Component 2							
Total Project Expenditure							

Niger

Electirity Access Project

Credit IDA No. Et Don IDA No. ___ Etat de Reconciliation du Compte Designe Period: du ____ au ____

Ν° 1ère partie Avance cumulée reçue depuis le démarrage du projet 2 Dépense cumulée à la fin dernier trimestre couverte par le rapport 3 En cours des avances à comptabiliser (ligne 1 moins ligne 2) 2ème partie Solde d'ouverture du CS au début du trimestre 5 Additionner/ Soustraire ajustement cumulés (le cas échéant) 6 Avances provenant de la Banque Mondiale en cours du trimestre 7 Faire la somme des lignes 5 et 6 8 En cours des avances à comptabiliser (faire la somme des lignes 4 et 7) 9 Solde de clôture du CS à la fin du trimestre en cours Additionner/soustraire ajustement cumulé (le cas échéant) 10 11 Dépense au titre du trimestre en cours 12 Faire la somme des lignes 10 et 11 13 Faire la somme des lignes 9 et 12 Différence (le cas échéant) (ligne 8 moins ligne 13) 14 3ème partie 15 Montant total estimé devant être payé par la Banque Mondiale 16 Moins solde de clôture CS après ajustements 17 Paiement direct 18 Faire la somme des lignes 16 et 17 Besoin de trésorerie soumis à la banque mondiale pour les deux 19 prochaines périodes (ligne 15 moins ligne 18)

Niger **Electirity Access Project** Credit IDA No. Et Don IDA No. ___ Etat de Reconciliation du Compte Designe Period: du _ MONTANT REEL MONTANT ATTENDU DE LA MONTANT A PREVISIONS DE DISPONIBLE A MODE DE DECAISSEMENT LA FIN DU SOURCE DE FINANCEMENT SITUATION AU MOBILISER MOBILISATION SUR SIX MOIS TRIMESTRE TRIMESTRE FINISSANT PRECEDENT Paiement Direct Compte de Compte A - B- C Designe Contrepartie Don No. IDA____ CREDIT NO. IDA____ TOTAL_

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Attachment 4

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

		7.94	WB's Share of Amedia Pold to dispeller during Period