The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION



August 31, 2016

Mr. Tariq Bajwa
Secretary
Economic Affairs Division
Ministry of Finance, Revenue, Economic Affairs, Statistics and Privatization
Islamic Republic of Pakistan
Islamabad, Pakistan

Dear Mr. Bajwa:

Re: IDA Financing No. 5888-PK (Sindh Resilience Project) Additional Instructions: Disbursement

I refer to the Financing Agreement between the Islamic Republic of Pakistan (the "Recipient") and the International Development Association (the "Association") for the above-referenced project, dated Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of financing No. 5888-PK ("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:
 - Advance
 - Reimbursement
 - 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 Financing Agreement. Any changes to this date will be notified by the Association.
- (ii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition(s) in the Financing Agreement.

II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1). An authorized signatory 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 in Islamabad 20 A, Shahrah-e-Jamhuriat Ramna 5, Sector G-5/1 Islamabad, Islamic Republic of Pakistan

Attention: Patchamuthu Illangovan

Country Director, Pakistan

(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 Office in Islamabad 20 A, Shahrah-e-Jamhuriat Ramna 5, Sector G-5/1 Islamabad, Islamic Republic of Pakistan

Attention: Disbursement Management Unit
Anwar Ali Bhatti

(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 reimbursement, direct payment and special commitment is USD 100,000.

(vi) Advances (sections 5 and 6).

- Type of Designated Accounts (subsection 5.3): Segregated. Two segregated Designated Accounts will be established for the Project and managed by the Irrigation Department and Provincial Disaster Management Authority of the Government of Sindh, for their respective part of the Project.
- Currency of Designated Accounts (subsection 5.4): USD.
- Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):
 National Bank of Pakistan.
- Ceiling (subsection 6.1): Variable, based on forecast for two (2) quarters as provided in the semi-annual 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:
 - For requests for Reimbursement and for reporting eligible expenditures paid from the Designated Account:
 - o 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): The period set out in the Financing Agreement for provision of Interim Financial Reports, i.e. semi-annually.
- (iii) Other Supporting Documentation Instructions: Copies of bank statements of the designated accounts should be attached to Application for Withdrawal for replenishment of designated accounts.

IV. Other Disbursement Instructions:

(i) This Disbursement Letter may not be fully adapted to the disbursement of funds allocated from time to time to Category 3 of the disbursement table included in Section IV.A.2 of Schedule 2 to the Financing Agreement. The Disbursement Letter will be revised, if needed, when funds are allocated to Category 3 of the disbursement table.

V. 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.

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 Faly Diallo, Finance Officer at <u>WFALN MANILA@worldbank.org</u> or Anwar Ali Bhatti at the Association's office in Islamabad using the above reference.

Yours sincerely,

Patchamuthu Illangovan-Country Director, Rakistan South 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

Cc with copies: Sindh Irrigation Department

Tughluq House, Sindh Secretariat

Karachi, Pakistan

srp.sindhirrig@gmail.com

Provincial Disaster Management Authority Sindh

Bungalow No. 40, Street No. 24, Khayaban-e-Mujahid, Defence Phase V

Karachi, Pakistan dg@pdma.gos.pk

Form of Authorized Signatory Letter

[Letterhead]
Ministry of Finance
[Street address]
[City] [Country]

[DATE]

The World Bank in Islamabad 20 A, Shahrah-e-Jamhuriat Ramna 5, Sector G-5/1 Islamabad, Islamic Republic of Pakistan

Attention: Mr. Patchamuthu Illangovan

Re: Financing No 5888-PK (Sindh Resilience Project)

I refer to the Financing Agreement ("Agreement") between the Islamic Republic of Pakistan (the "Recipient") and the International Development Association (the "Association"), 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, ²[each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Recipient, acting ³[individually] ⁴[jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Association.

⁵[This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to

¹ 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.

² 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.

³ 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.

⁴ 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*.

⁵ Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accept Secure Identification Credentials and to deliver Applications by electronic means; if this is not applicable, please delete the paragraph. *Please delete this footnote in final letter that is sent to the Association*.

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 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.]

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)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.

- 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

^{1 &}quot;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.

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 <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 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.

FOR INTERNAL DISTRIBUTION ONLY

Sindh Resilience Project IDA Credit No. 5888-PK

Sources and Uses of Funds Statement

For the Period Ended_____

	The Control of the Co							
	Notes	Cumulative at	Actual for	Actual	Cumulative for			
		Start of Quarter	Quarter	Year-To-Date	Project Life			
Sources of Funds								
Opening cash balance		ł	!					
- IDA Designated Account								
- Government of Sindh								
Cash Receipts								
- IDA Designated Account								
- Government of Sindh								
Cash available (opening balance +receipts)								
Less: Uses of funds								
Goods, works, non-consulting services, consultants'					J			
services, , salary or allowances of project staff, Insurance								
Premier, Training and Workshops, and Incremental					İ			
Operating Costs								
Cash available less total expenditures								
Closing cash balances								
- IDA Designated Account								
- Government of Sindh								
Total closing cash balance								

IFR covers six months reporting period

Sindh Resilience Project

Interim Financial Report for the XXXX VARIANCE ANALYSIS OF USE OF FUNDS

		<mention peri<="" th=""><th>od here></th><th></th><th>Cum</th><th>ulative for the</th><th>Year (Pak Rs)</th><th></th><th>Cumuk</th><th>tive - Inceptio</th><th></th><th></th></mention>	od here>		Cum	ulative for the	Year (Pak Rs)		Cumuk	tive - Inceptio		
Component Details			Varianc	e			Varianc	ë			Var	iance
	Planned Rs	Actual Rs	. Amount Rs	%age	Planned Rs	Actual Rs	Amount Rs	%age	Planned Rs	Actual Rs	Amount Rs	%age
Category 1: Strengthening Disaster										-		
Management Institutions and Systems	<u> </u>											
Goods,										,		
works,												
non-consulting services,												
consultants' services,												
consultants services,												
Salary or allowances of project staff,												
Insurance Premier,												
Training and Workshops,												
Incremental Operating Costs												
Sub Total												
•			 		i		1					
Category 2: Infrastructure Investments for Resilience												
Goods,												
works,				<u></u>								L
non-consulting services,												
consultants' services,												
Salary or allowances of project staff,												
Insurance Premier,												
Training and Workshops,												
Incremental Operating Costs										ļ <u>-</u>		
Sub Total								ļ			ļ	
Grand Total												

Note: Reasons for variance in excess of 10% should be explained as notes

Category:

Goods Consulting Services Less Planned amount due to over forecasted planned figures in inception to date

Less Planned amount due to over forecasted planned figures in inception to date Less Planned amount due to over forecasted planned figures in inception to date

Training

No Trainings planned or undertaken

	Sindh Resilience Project
	IDA Credit No5888-PK
Cash Forecast for Next Two Quarte	rs Ending
-	Million Pak Rupees
	₹ 1

			<u> </u>		
		Cash R	lequirement for the	e next two quarter	3
Disbursement	Eligible	(a)	(b)	(c)	(d)
Category	%	Cash	Cash	Cash	IDA Eligible cash
		requirement for	requirement for	requirement for	requirement for
		the next 1st	the next 2nd	the next 2	the next 2
		quarter	quarter	quarters	quarters
				(a +b)	(in USD)
Category 1: Strengthening Disaster					
Management Institutions and Systems					
Goods, works, non-consulting services,					
consultants' services, , salary or allowances of					
project staff, Insurance Premier, Training and			-		
Workshops, and Incremental Operating Costs					
Category 2: Infrastructure Investments for					
Resilience					
Goods, works, non-consulting services,					
consultants' services, , salary or allowances of					
project staff, Insurance Premier, Training and	}				
Workshops, and Incremental Operating Costs					
-	1			ì	
Total:					

Sindh Resilience Project

IDA Credit No. _5888-PK____ DESIGNATED ACCOUNT ACTIVITY STATEMENT

For the Period Ended:

Currency: US Dollars

PART I

1. Cumulative Advances by Bank to the end of Current Reporting Period		0
2. Cumulative Expenditure at the beginning of Current Reporting Period		0
3. Outstanding Advances to be accounted (Line 1 minus Line 2)		0
PART II		
4. Opening DA balance at beginning of Reporting Period		0
5. Add/Subtract: Cumulative Adjustments (if any)	0	
6. Advances from World Bank during Reporting Period	0	
7. Sub total of Advances and Adjustments		0
8. Outstanding Advances to be accounted for (Line 4 plus Line 7) *		0
9. Closing DA balance at the end of Current Reporting Period		0
10. Add/Subtract: Cumulative Adjustments (if any)	0	
11. Expenditure for Current Reporting Period	0	
Prior Review		
Post Review		
12. Sub total of Adjustments and Expenditure (Line 10 Plus Line 11)		0
13. Add Line 9 and Line 12		0
14. Difference if any (Line 8 minus Line 13)		0
PART III		
15. Total Forecasted amount to be paid by World Bank		0
16. Less Closing DA balance after adjustments	0	
17. Imprest Cash Balance	0	
18. Direct payments/SC payments	0	
19. Add Line 16 and Line 17		0
20. Cash Requirement from World Bank for next two reporting Periods		0
(Line 15 minus Line 18 and minus Line 19)		

^{*} Unadjusted advances from Designated Account

Sindh Resilience Project IDA Credit No. 5888-PK Prior Review Expenditures

							Time Sch	nedule (Dat	es)					
		Est.	Procurement		Start Doc.	Advertise	Issue	Technical	Technical	Final			Contract	Ţ
Description	WB Control Number	US \$	Method		Prep		RFP	Proposal	Evaluation	Evaluation	Contract	Final	Amount	Supplie
								Opening	Complete	Complete	Signed	Delivery	US \$	Name
Consultant 1				Plan										[
	l i			Actual	1									
Consultant 2				Plan	1								i	
				Actual							L			
Procurement of Goods (subject t	o Prior Review)							edule (Dat	es)			,		
Procurement of Goods (subject t	o Prior Review)	Est.	Procurement	· -	Start Doc.	Advertise	Time Sch	edule (Dat	es)				Contract	
Procurement of Goods (subject to the control of Goods) Description	o Prior Review)	Est. US \$	Procurement Method		1 1			nedule (Dat	es) Evaluation		Contract	Final		Supplie
Procurement of Goods (subject to the control of Goods) Description	o Prior Review)			·	Start Doc. Prep		Bid		Evaluation		Contract Signed	3	Contract Amount US \$	Supplie Name
	o Prior Review)		Method	Plan	1 1		Bid	Bid	Evaluation		1	3	Amount	
Description	o Prior Review)		Method	Plan Actual	1 1		Bid	Bid	Evaluation		1	3	Amount	
Description	o Prior Review)		Method		1 1		Bid	Bid	Evaluation		1	3	Amount	
Description Goods 1	o Prior Review)		Method	Actual	1 1		Bid	Bid	Evaluation		1	3	Amount	
Description Goods 1	o Prior Review)		Method	Actual Plan	1 1		Bid	Bid	Evaluation		1	3	Amount	
Description Goods 1	o Prior Review)		Method	Actual Plan	1 1		Bid	Bid	Evaluation		1	3	Amount	
Description Goods 1	o Prior Review)		Method	Actual Plan	1 1		Bid	Bid	Evaluation		1	3	Amount	
Description Goods 1			Method	Actual Plan	1 1		Bid	Bid	Evaluation		1	3	Amount	

Procurement of Works (subject to Prior Review	<i>i</i>)												
<u>,</u>				Time Schedule (Dates)									
	Est.	Procurement		Start Doc.	Advertise	Bid						Contract	T
Description	US \$	Method		Prep		Invitation	Bid	Evaluation		Contract	Final	Amount	Supplier
							Opening	Complete		Signed	Delivery	US \$	Name
Goods 1			Plan			l l							
			Actual			1 [
Goods 2		[Plan										
			Actual										

	ID Post	dh Resilience Project A Credit No Review Expenditures Pak Rupees '000's)									
Description		Cumulative at Start of Quarter	Actual for Quarter	Actual Year-To-Date	Cumulative for Project Life						
Category 1: Strengthening Disaster Management institutions and Systems	, . :	; ; ;				•					· :
works, non-consulting services, consultants' services,	! 			-	· · 			-	:	-	
Salary or allowances of project staff, nsurance Premium, Fraining and Workshops, ncremental Operating Costs				• • • •		: 1 - -	· ·			:	
ub Total Category 2: Infrastructure Investments for	· ·	· · · · · · · · · · · · · · · · · · ·	- -					• •	· ·	- -	<u> </u>
esilience oods, orks, on-consulting services,		1	- -	-	i † - - -		· 	-		-	+
onsultants' services, alary or allowances of project staff, surance Premium, raining and Workshops,				•	: •	<u></u>					
ncremental Operating Costs											
Grand Total							•		-		

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