

The World Bank INTERNATIONAL BANK FOR RECONSTRUCTION AND DEV::LOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

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July 28 ... (11)

S. E.M. Henri Yav Mulang Minister of Finance Ministry of Finance Boulevard du 30 Juin Commune de la Gombe Kinshasa 1, Democratic Republic of Congo

> Re: Democratic Republic of Congo Preparation of Proposed Health Systems Strengthening for Better Maternal and Child Health Results Project: Supplemental Project Preparation Advance No. Q9830 Additional Instructions: Disbursement

Excellency:

I refer to the Advance Agreement "Agreement" between the Democratic Republic ( Congo "Recipient" and the International Development Association "World Bank" for the preparation of the above-referenced Project of even date herewith. The Agreement provides the the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Supplemental Project Preparation Advance Q9830 "PPA". This letter "Disbursement Letter" a revised from time to time, constitutes the additional instructions.

The attached World Bank Disbursement Guidelines for Projects, dated May 1, (1, 2, 0) ("Disbursement Guidelines") (Altachment 1), are an integral part of the Disbursement Liter The manner in which the provisions in the Disbursement Guidelines apply to the PPA is specified below. Sections and subsections in parentheses below refer to the relevant sections are subsections in the Disbursement Guidelines and, unless otherwise defined in this letter. It 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 PPA:

- Reimbursement
- Advance
- Direct Payment
- Special Commitment

(*ii*) **Disbursement Deadline Date (subsection 3.7).** The Disbursement Deadline Date is the Refinancing Date specified in the Agreement. Any changes to this date will be notified by the World Bank.

#### **II. Withdrawal of Supplemental PPA Proceeds**

(i) Authorized Signatures (subsection 3.1). A letter in the Form attached (Attachment 2) st 0.1 l be furnished to the World Bank at the address indicated below providing the name(s) at 1 specimen signature(s) of the official(s) authorized to sign Applications:

Banque mondiale Boulevard Tshatshi No 49 Immeuble De Witte Commune de la Gombe Entre la Présidence de la République et le Grand Hôtel de Kinshasa Kinshasa, République Démocratique du Congo A l'attention de: M. Ahmadou Moustapha Ndiaye, Country Director

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

The World Bank, Loan Department, Delta Center, 13th Floor, Menengai Road, Upper Hill, Nairobi, Kenya

(iii) Electronic Delivery (subsection 3.4) The World Bank may permit the Recipiet : electronically deliver to the World Bank Applications (with supporting documents) through the World Bank's Client Connection, web-based portal. The option to deliver Applications to the World Bank by electronic means may be effected if: (a) the Recipient has designated in wri it. pursuant to the terms of subparagraph (i) of this Section, its officials who are authorized to 5 2 and deliver Applications and to receive secure identification credentials ("SIDC") from the World Bank for the purpose of delivering such Applications by electronic means; and (b) at such officials designated by the Recipient have registered as users of Client Connection. I World Bank agrees, the World Bank will provide the Recipient with SIDC for the design a c officials. Following which, the designated officials may deliver Applications electronical completing Form 2380. which accessible is through Client **Conne**t t c (https://clientconnection.worldbank.org). The Recipient may continue to exercise the option of preparing and delivering Applications in paper form. The World Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic deliver a 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 content 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 Secur 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 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):
- USD
- Financial Institution at which the Designated Account Will Be Opened (subsective 5.5): ECOBANK
- *Ceiling (subsection 6.1*): USD 2 million

#### III. Reporting on Use of Supplemental PPA Proceeds

*(i) Supporting Documentation (section 4).* Supporting documentation should be provided w the each application for withdrawal as set out below:

#### • For requests for Reimbursement:

- Records evidencing eligible expenditures (e.g., copies of receipts, supplied invoices) for payments for goods and consultant firms against contracts velue at USD 200,000 or more, and for payments for individual consultants against contracts valued at USD 100,000 or more;
- $\circ$  Statement of Expenditure in the form attached (Attachment 4) for all  $(t_{1}, \cdot)$  contracts; and
- List of payments against contracts that are subject to the World Bank's rise review, in the form attached (Attachment 5)
- For reporting eligible expenditures paid from the Designated Account:
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplied invoices) for payments for goods and consultant firms against contracts value at USD 200,000 or more, and for payments for individual consultants again contracts valued at USD 100,000 or more;
  - $\circ$  Statement of Expenditure in the form attached (Attachment 4) for all  $\mathrm{otn}$  contracts; and
  - List of payments against contracts that are subject to the World Bank's strict review, in the form attached (Attachment 5)
- *For requests for Direct Payment:* records evidencing eligible expenditures, e.g., c(p) e of receipts, supplier invoices

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

*(iii) Other Supporting Documentation Instructions* All other supporting documentation for SOEs sl 0.1 be retained by the project management or Recipient and must be made available for review by period c World Bank missions and internal and external auditors.

Copies of the bank statements of the Designated Account and a reconciliation statement (Attachment 6) for this Account should be submitted with each Application for advances t > t + t + t designated account and/or for reporting eligible expenditures paid from the Designated Account

#### **IV. Other Disbursement Information**

Funds from the Designated Accounts may be transferred to Transaction Accounts in ce:t currency to meet eligible expenditures, provided that transactions and balance in this accourt  $a \Rightarrow$  included in all project financial reports and in the Designated Account reconciliation

#### V. Other Important Information

For additional information on disbursement arrangements, please refer to the distance additional information on disbursement arrangements, please refer to the Disbursement arrangements, please refer to the Disbursement and handbook available on the World Bank's public website at <u>https://www.worldbank.org</u> and is secure website "Client Connection" at <u>https://clientconnection.worldbank.org</u>. Print copie: a available upon request.

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

If you have not done so, the Bank recommends that you register as a user of the Clie : Connection website at <u>https://clientconnection.worldbank.org</u>. From this website you will be abay to prepare and deliver Applications, monitor the near real-time status of the Financing ard retrieve related policy, financial, and procurement information. For more information about the website and registration arrangements, please contact the World Bank by email <u>https://clientconnection.worldbank.org</u>.

If you have any queries in relation to the above, please contact Faly Diallo, Fin De-Officer at LOA-AFR@worldbank.org using the above reference.

Very truly yours, INTERNATIONAL DEVELOPMENT ASSOCIATION Djille h By

Djibrilla Adamou Issa Acting Country Director Africa Region

- Attachments 1. World Bank Disbursement Guidelines for Projects, dated May 1, 2006 2. Form for Authorized Similary
- 2. Form for Authorized Signatures
- 3. Terms and Conditions of Use of Secure Identification Credentials in connection with  $U_{ik} = f$ Electronic Means to Process Applications and Supporting Documentation, dated Man F 2013
- 4. Form of "Statement of Expenditure"
- 5. Form of Payments Against Contracts Subject to the World Bank's Prior Review
- 6. Designated Account Reconciliation Statement

Prepared by: Issa Thiam Cleared by: Faly Diallo

Cleared with and cc: Alexandra Sperling (Legal Analyst) Hadia Samaha (Task Team Leader)

Cc with copies: Diop Saidou (CGODR)

Attachn ant

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

[DATE]

The World Bank Resident Mission Democratic Republic of Congo Kinshasa, DRC

Attention: [Country Director]

Re: Democratic Republic of Congo Preparation of Proposed Health Systems Strengthening for Better Maternal and Child Health Results Project: Second Project Preparation Advance No. Q9830 Additional Instructions: Disbursement

I refer to the Advance Agreement ("Agreement") between the Democratic Republic of Congo ("Recipient") and the International Bank for Reconstruction and Development ("World Bank") dated \_\_\_\_\_\_, providing for the above [Project][Program] Preparation Advance. For the purposes of Section 3.03 of the Standard Conditions for Advances Made b the World Bank under its Project Preparation Facility, as defined in the Agreement, any [10n] 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 to under this [Project][Program] Preparation Advance:

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

<sup>&</sup>lt;sup>1</sup> Instruction to the Recipient when sendir g this letter to the World Bank: Stipulate if more than one person need: to sign Applications, and how many or which positions, and if any thresholds apply.

<sup>&</sup>lt;sup>2</sup> Instruction to the Recipient: Stipulate it more than one person needs to *jointly* sign Applications, if so, please <u>indicate the actual number</u>. *Please delete 'his footnote in final letter that is sent to the World Bank*.

<sup>&</sup>lt;sup>3</sup> 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 World Bank*.

<sup>&</sup>lt;sup>4</sup> Instruction to the Recipient: Use this bracket <u>only</u> if several individuals must jointly sign each Application; if t is not applicable, please delete. *Please delete this footnote in final letter that is sent to the World Bank*.

<sup>5</sup>[This confirms that the Recipient is authorizing such persons to accept Secure Identification Credentials (SIDC) and to deliver the Applications and supporting document of the World Bank by electronic means. In full recognition that the World Bank shall rely upon such representations and warranties, including without limitation, the representations and warranties contained in the *Terme 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 Worl I Bank records with respect to this Agreement.

[Name], [position]	Specimen Signature:
[Name], [position]	Specimen Signature:
[Name], [position]	Specimen Signature:

Yours truly,

/ signed /

[Position]<sup>6</sup>

<sup>&</sup>lt;sup>5</sup> Instruction to the Recipient: Add this paragraph if the Recipient wishes to authorize the listed persons to accep 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 World Bank.* 

<sup>&</sup>lt;sup>6</sup> The letter should be signed by the official designated as the Recipient's Representative in the Advance Agreem 1.

Attachn ent 3

## 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>7</sup> will provide secure identification credentials (SIDC) to permit the Borrower<sup>8</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.

- The Borrower will be required to identify in a completed Authorized Signatory Letter (A is a duly delivered to and received by the Bank each person who will be authorized to delive Applications. The Bank will provide SIDC to each person identified in the ASL (Signatory), as provided below. The Borrower shall also immediately notify the Banl f 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 (<u>https://clientconnection.worldbank.org</u>) 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 te assigned a unique identifying account name.

## **B.** Initialization of SIDC.

1. Prior to initialization of SIDC by a Signatory, the Signatory will acknowled ge having read, understood and agreed to be bound by these Terms and Conditions of U ec.

<sup>&</sup>lt;sup>7</sup> "Bank" includes IBRD and IDA.

<sup>&</sup>lt;sup>8</sup> "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

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 at d 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 A 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 VI 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". File 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 the the SIDC User has received training materials provided by the Bank in use of the SII (C.

#### C. Use of SIDC.

2.

- 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 Term s and Conditions. Any other use of the SIDC is prohibited.
- 2. The Bank assumes no responsibility or liability whatsoever for any misuse (f 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 Barl (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 Condit Cr 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  $\alpha$  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 sha'l 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 Use  $\pm$  c 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 or receive one in a manner to be determined by and satisfactory to the Bank.

6.3. Physical Tokens cor tain delicate and sophisticated instrumentation and therefor *z* 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 there five (5) cm from devices that generate electromagnetic radiation (EMR), such as mobile phones, phone-enabled PDAs, smart phones and other similar devices. Physical Toket s should be carried and stored separate from any EMR device. At close range (less that '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.

## Replacement

7.

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 4 **Statement of Expenditures (SOE)** 

Date:

Payments made during the period from \_\_\_\_\_\_ to

	plication No.: Credit No.:	Apj	orld Bank's ior Review		ntracts not subj	es against the cor	expenditure	For e
	SOE No.:							
9	8	7	6	5	4	3	2	1
Remarks	Exchange Rate (Col. 7 divided by Col. 6)	Currency and Amount Paid from Designated Account (if Applicable)	Amount Eligible for Financing (4 x 5)	Eligible % from Schedule 2, Section IV of Credit Agreement	Currency and Total Amount of Invoice Covered by Application (Net of Retention)	Currency and Total Amount of Contract	Category No. (**)	Item No.

Supporting documents for this SOE retained at

(location)

TOTALS

# Attachmer t 5

Contract Number	Supplier	Contract Date	Contract Amount	Date of Association's Non Objection to Contract	Amount Paid to Supplier during Period	Association's Share of Amt Paid to Supplier dur ng Feriod

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

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				Attachm a
DESI	GNATED ACCOUNT RECONCIL (ATION STATEMENT			
	LOAN/CREDIT/PPF/COFINANCIER NUMBER ACCOUNT NUMBER WITH (BANK)			
1.	TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER)	\$_		u,
2	LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK -	\$		
3.	EQUALS PRESENT OUTSTAN: )ING AMOUNT ADVANCED TO THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2) =	\$		
l.	BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK STATEMENT AS OF DATE\$			
i.	PLUS: TOTAL AMOUNT CLAIMED IN THIS APPLICATION NO + \$		*	
	PLUS: TOTAL AMOUNT WITH DRAWN AND NOT YET CLAIMED			_*
	PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS NOT YET CREDITED AT DATE OF BANK STATEMENTS			
	APPLICATION NO. AMOUNT *			
	SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + \$			
	MINUS: INTEREST EARNED - \$	*		
	TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9)	=	\$	
0.	EXPLANATION OF ANY DIFFI RENCE BETWEEN THE TOTALS APP	EARIN	G ON LINES :	3 AND 9:
1.	DATE: SIGNATURE:			
	TITLE:			

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