



Q995-TZ

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

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October 13, 2015

H.E. Saada Mkuya Salum
Minister for Finance
Ministry of Finance
P.O Box 9111
Dar es Salaam
United Republic of Tanzania

**Re: Preparation of The Judiciary Modernization Towards Citizen – Centric Justice Services
Delivery Project Preparation Advance IDA No. IDA Q995-TZ
Additional Instructions: Disbursement**

Dear Honorable Minister Salum,

I refer to the Advance Agreement (“Agreement”) between the United Republic of Tanzania (“Recipient”) and the International Development Association (“World Bank”) for the preparation of the above-referenced Project, dated October 13, 2015. The Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Project Preparation Advance IDA Q995-TZ (“PPA”). 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 PPA 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 PPA:

- Reimbursement
- Advance
- Direct Payment

(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 PPA 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 Ref. No. TYC/B/40/96 dated June 27, 2011.

(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
Nairobi, Kenya
Tel: +254 20 2936 000
Attention: Loan Department

(iii) Electronic Delivery (subsection 3.4) The World Bank may permit the Recipient to 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 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 World Bank 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 World Bank agrees, the World Bank 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 World Bank 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 is 100,000 USD

(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[s] Will Be Opened (subsection 5.5):* The designated account will be opened at the Bank of Tanzania
- *Ceiling (subsection 6.1):* 500,000 USD

III. Reporting on Use of PPA 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:*
 - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments against contracts US\$ 100,000 or more for goods, US\$100,000 or more for consulting firms and US\$50,000 or more for individual consultants, operating costs and training, recorded on the Statement of Expenditures form (attachment 4);
 - List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 5); and
 - Statement of Expenditure in the form attached (Attachment 4) for all other expenditures.
- *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): Monthly

(iii) Other Supporting Documentation Instructions: A reconciliation statement for the Designated Account, along with a copy of the bank statement of the Designated Account as well as for the Project Account (referred to below in section IV) should be submitted every month with each Application for Advance, in the format attached (Attachment 6).

IV. Other Disbursement Instructions

Funds may be remitted from the Designated Account to a Project Account maintained by the PMU for eligible expenditure in local currency. The balance of this operational account will be reflected also in the Designated Account reconciliation Statement as per Attachment 6.

V Other Important Information

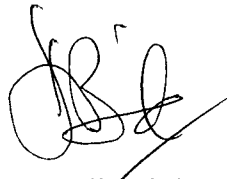
For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World Bank's public website at <http://www.worldbank.org> and its secure website "Client Connection" at <http://clientconnection.worldbank.org>. Print copies are available upon request.

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 World Bank 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 World Bank by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Christiaan Nieuwoudt, Finance Officer at loa-afr@worldbank.org using the above reference.

Yours sincerely,



Bella Bird,
Country Director for Tanzania, Burundi, Malawi and Somalia
Africa Region

NIATT

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 Statement of Expenditure
4. Form of Payments Against Contracts Subject to the World Bank's Prior Review
5. Form of Designated Account Reconciliation Statement

Prepared by: Christiaan Nieuwoudt

Cleared with and cc: Zoe Kolovou; Mohammad Nadeem (LEGAM)
Waleed Malik - TTL

Cc with copies:

**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.

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.

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 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.

STATEMENT OF EXPENDITURE
Payments made during the period from _____ to _____
For expenditures against the contracts not subject to the Bank Prior Review

Date: _____
 Loan/Grant No: _____

SOE No.: _____

1	2	3	4	5	6	7	8	9	10	
Item No.	Category Name & No. (*)	Currency and Total Amount of Contract	Name of Contractor / Payee	Currency and Total Amount of Invoice	Amount financed by Other Sources, if any	Amount covered by this Application (5-6)	Eligible % from Schedule 1 of Loan/ Grant Agreement	Amount Eligible for Financing (7x 8)	US\$ equivalent Amount Paid from Designated Account	Remarks
TOTALS										

Supporting documents for this SOE retained at _____ (insert location)

- (*) Items should be grouped by category; or alternatively, a separate SOE form may be used for each category
 Note: Supporting documentation should be provided with each application for withdrawal as set out below:
- o Statement of Expenditures (Attachment 4) for all other expenditures; and
 - o Summary Sheet of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 5)

Summary Sheet of Payments Against Contracts Subject to the World Bank's Prior Review

SUMMARY SHEET for Payments made during the period from _____ to _____

For expenditures against the contracts subject to the Bank Prior Review

Date:

Application No.:

Loan/

Grant No.

Ref. No.

1	2	3	4	5	6	7	8	9	10	11	12
Item No.	Category No. & Description (*)	Currency and Total Amount of Contract	Name of Contractor	Ref. No. of Contract	Date of NOL from World Bank	Invoice No. & date	Currency and Total Amount of Invoice Covered by Application (Net of Retention)	Eligible % from Schedule 1 of Loan/Grant Agreement	Amount Eligible for Financing (8 x 9)	Currency and Amount Paid from Designated Account (if Applicable)	Exchange Rate (Col. 11 divided by Col. 10)
TOTALS											

Remarks:

Authorized Signatory

Supporting documents for this Application retained at _____

(insert location)

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

Designated Account Reconciliation Statement

Attachment 5

Credit No.:

Bank and Account No.:

Part I

1. Cumulative advances to end of current reporting period
2. Cumulative expenditures to end of last reporting period
3. Outstanding advances to be accounted (1-2)

Part II

4. Opening DA balance at beginning of reporting period (per Bank statement attached, as of)
5. Add/Subtract: Cumulative adjustments, including interest earned and recoveries by WB, (if any)
6. Advances received from the World Bank during current reporting period
7. Closing DA balance at end of current reporting (per Bank statement attached, as of)
8. Outstanding amount of advances to be accounted for (4+5+6-7)

9. Total Expenditures reported for current reporting period, including this Application

Applic No.

Amount

Total (9)

10. Difference (if any) 9-8

Remarks

Approved by: