



THE WORLD BANK
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OFFICIAL DOCUMENTS

LN 8636-1D

Letter No. CD-182 /WB/NSUP/VII/2016

August 22, 2016

Mr. Marwanto Harjowiryono
Director General of Treasury
Ministry of Finance
Gd. Prijadi Praptosuhardjo I, 2nd Floor
Jl. Lapangan Banteng Timur No. 2-4
Jakarta Pusat

Dear Mr. Harjowiryono:

***Re: IBRD Loan 8636-ID (National Slum Upgrading Project)
Additional Instructions: Disbursement***

I refer to the Loan Agreement (the “Agreement”) between the Republic of Indonesia (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”) for the above-referenced project, dated August 22, 2016. The Agreement provides that the Bank may issue additional instructions regarding the withdrawal of the proceeds of IBRD Loan 8636-ID (“Loan”). This letter (“Disbursement Letter”), as revised from time to time, constitutes the additional instructions. This Disbursement Letter also serves as instructions of withdrawal of the proceeds of Loan No. LN0004-IDN provided by the Asian Infrastructure Investment Bank (AIIB) that co-finances the Project together with the Bank Loan, as set forth in paragraphs IV i), ii) and iii) below.

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 Loan 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 Loan:

- Reimbursement
- Advance
- Direct Payment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (4) months after the Closing Date. Any changes to this date will be notified by the Bank.

(iii) Disbursement Conditions (subsection 3.8). Please refer to the Disbursement Condition(s) in the Loan Agreement.

II. Withdrawal of Loan Proceeds

(i) Authorized Signatures (subsection 3.1). Applications for this Loan will be signed by the officials authorized to sign Applications as indicated in the Ministry of Finance Letter No. S-3571/PB/2016 dated April 27, 2016. Please notify us promptly should there be any change in the authorized officials in this regard.

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

The World Bank Office Jakarta (WBOJ)
Jakarta Stock Exchange Building, Tower 2, 12th Floor
JL. Jenderal Sudirman Kav. 52-53, Jakarta 12190, Indonesia

Attention: Disbursement Team

(iii) Electronic Delivery (subsection 3.4) The Bank may permit the Borrower to electronically deliver to the Bank Applications (with supporting documents) through the Bank's Client Connection, web-based portal. The option to deliver Applications to the Bank by electronic means may be effected if: (a) the Borrower 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 Bank for the purpose of delivering such Applications by electronic means; and (b) all such officials designated by the Borrower have registered as users of Client Connection. If the Bank agrees, the Bank will provide the Borrower 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 Borrower may continue to exercise the option of preparing and delivering Applications in paper form. The Bank reserves the right and may, in its sole discretion, temporarily or permanently disallow the electronic delivery of Applications by the Borrower.

(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 Borrower 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 for direct payment and reimbursement is US\$100,000.

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

- **Type of Designated Account (subsection 5.3):** Pooled. One pooled designated account will be established for the Project and managed by the Treasury Department of the Ministry of Finance for receipts of loan proceeds from the Bank and the Asian Infrastructure Investment Bank.
- **Currency of Designated Account (subsection 5.4):** USD.
- **Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):** Bank Indonesia.
- **Ceiling (subsection 6.1):** Variable and based on forecast for two (2) quarters as provided in the quarterly Interim Financial Report.

III. Reporting on Use of Loan Proceeds

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

- **For requests for Reimbursement:**
 - List of payments against contracts that are subject to the Bank's prior review, in the form attached (Attachment 3, Statement 1-B)
 - Statement of Expenditure in the form attached (Attachment 3, Statement 1-C and 1-C2) for all other contracts and/or expenditures;
 - Interim Financial Reports in the form attached (Attachment 3, Statement IFR-1 and IFR-2)
- **For reporting eligible expenditures paid from the Designated Account:**
 - List of payments against contracts that are subject to the Bank's prior review, in the form attached (Attachment 3, Statement 1-B);
 - Statement of Expenditure in the form attached (Attachment 3, Statement 1-C and 1-C2) for all other contracts and/or expenditures;
 - Statement of Project Cash Forecast (Attachment 3, Statement 1-D);
 - Interim Financial Reports in the form attached (Attachment 3, Statement IFR-1 and IFR-2);and,
 - Designated Account Reconciliation Statement in the form attached (Attachment 3, Statement 1-A) and bank statements.

- ***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 Loan Agreement for provision of Interim Financial Reports, i.e. quarterly.

IV. Other Disbursement Instructions

- i) The Project will also be co-financed by the Asian Infrastructure Investment Bank (AIIB). Financing between the Bank and AIIB for the Project will be in the form of joint financing at 50/50.
- ii) The Bank will provide disbursement services for AIIB in respect of the parts of the Project to be jointly financed by the Bank and AIIB, including review and approval of Application for Withdrawal. The Bank will provide such services using its own policies and procedures, including the instructions contained or referenced to in this Disbursement Letter.
- iii) The Application for Withdrawal submitted by the Borrower for the Bank's review and processing will cover the financing of both the Bank and AIIB, i.e. the same Application for Withdrawal will be used for processing for both the Bank and AIIB parts and separate Application for Withdrawal for the AIIB part is not required of the Borrower.
- iv) For disbursement category (1) stipulated in Section IV.A.2 of Schedule 2 to the Loan Agreement, expenditures are recognized for the Bank's disbursement purposes when Bank funds reach the beneficiary communities.
- v) 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 Loan Agreement. The Disbursement Letter will be revised, if needed, when funds are allocated to Category 3 of the disbursement table.

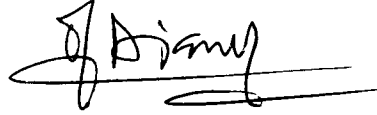
V. Other Important Information

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

If you have not already done so, the Bank 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 Loan, and retrieve related policy, financial, and procurement information. All Borrower 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 Bank by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Chau-Ching Shen, Senior Finance Officer at loaeap@worldbank.org or the Disbursement Team in WBOJ using the above reference.

Yours sincerely,



Ndiame Diop
Acting Country Director, Indonesia

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 Interim Financial Report

Cc: Mr. Robert Pakpahan
Directorate General for Budget Financing and Risk Management
Ministry of Finance

Mr. Andreas Suhono
Directorate General of Cipta karya
Ministry of Public Works and Housing

Attachment 2

**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 with the use of his/her Physical Token, after which the Physical Token will be initialized for use by

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.

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.

**National Slum Upgrading Project
Project Sources and Uses of Funds
for the quarter 1: ending MM/DD/YYYY
currency: USD**

	Actual /i			Planned			Variance %		
	Current Quarter /ii	Year-To Date	Cumulative To-Date/iii	Current Quarter /ii	Year-To Date	Cumulative To-Date/iii	Current Quarter /ii	Year-To Date	Cumulative To-Date/iii
	1	2	3	4	5	6	7=1/4	8=5/5	9=3/6
Sources of Funds									
GOI (Counterpart, RPMurni, Outstanding)									
The World Bank									
AIIB									
SBUN									
Total Sources of Fund	-	-	-	-	-	-	-	-	-
Uses of Funds (by Category)									
1 Kelurahan Grants									
2 Goods, works, consultants' services, non-consulting services, and training and workshops									
Sub Total									
* Non Bank Financed (Rupiah Murni)									
Total Uses of Fund	-	-	-	-	-	-	-	-	-

NOTE:

must reconcile with
Form IFR -2

- 1 Sources of Fund:
Actual: include WB and AIIB portions and GOI counterpart funds
Planned: to be completed with the approved budget; especially for the current quarter this must be completed with the previous quarter's cash forecast
- 2 Uses of Fund
Actual: project expenditures by categories for the WB/AIIB portions plus GOI counterpart funds
Planned: "Year to date" to be completed with the approved budget (DIPA); " Cumulative todate" to be completed with amount in PAD
- 3 "Current Quarter" covers the expenditures claimed to be eligible reported in the quarter
- 4 "Year to Date" covers accumulative expenditures during the year
- 5 "Cumulative to Date" covers expenditures since the beginning of the project until the current quarter
- 6 "Non Bank Financed" covers GOI expenditures related to the project other than the GOI counterpart funds

**National Slum Upgrading Project
Project Uses of Funds by Category
for the quarter 1: ending MM/DD/YYYY**

Cat	Uses of Funds (by Category)	Expenditures in the Current Quarter							
		TOTAL	GOI Counterpart	Others Donor	KUN / SBUN	Outstanding		Charge to SA	Charge to SA
						Backlog	Retroactive		
		IDR	IDR	IDR	IDR	IDR	IDR	IDR	USD
1	2	3	4	5	6	7	8		
1	Kelurahan Grants								
2	Goods, works, consultants' services, non-consulting services, and training and workshops								
	Total Uses of Fund	-	-	-	-	-	-	-	-

must reconcile with Form IFR -1

Average Exchange rate:

Cat	Uses of Funds (by Category)	Expenditures in Year to Date							
		TOTAL	GOI Counterpart	Others Donor	KUN / SBUN	Outstanding		Charge to SA	Charge to SA
						Backlog	Retroactive		
		IDR	IDR	IDR	IDR	IDR	IDR	IDR	USD
1	2	3	4	5	6	7	8		
1	Kelurahan Grants								
2	Goods, works, consultants' services, non-consulting services, and training and workshops								
	Total Uses of Fund	-	-	-	-	-	-	-	-

must reconcile with Form IFR -1

Average Exchange rate:

Cat	Uses of Funds (by Category)	Cumulative Expenditures to Date							
		TOTAL	GOI Counterpart	Others Donor	KUN / SBUN	Outstanding		Charge to SA	Charge to SA
						Backlog	Retroactive		
		IDR	IDR	IDR	IDR	IDR	IDR	IDR	USD
1	2	3	4	5	6	7	8		
1	Kelurahan Grants								
2	Goods, works, consultants' services, non-consulting services, and training and workshops								
	Total Uses of Fund	-	-	-	-	-	-	-	-

NOTE: must reconcile with Form IFR -1

Average Exchange rate:

- 1 **Total** : Filled by total expenditure of SP2D Loan that issued by SATKER
- 2 **GOI Counterpart** : Filled by SP2D APBN as share GOI Funded
- 3 **Others Donor** : Filled by Total expenditure from Others Donor
- 4 **SBUN** : Filled by SP2D Loan that Debeted from SBUN
- 5 **Backlog** : Filled by current of expenditure of SP2D still Backlog
- 6 **Retroactive** : Filled by current of expenditure of SP2D that will be Refund from other Source
- 7 **Charge to WB SA** : Filled by current of expenditure of SP2D that paid by Special Account in IDR
- 8 **Charge to WB SA** : Filled by current of expenditure of SP2D that paid by Special Account in USD

**National Slum Upgrading Project
Designated/Special Account Activity Statement
for the quarter 1: ending MM/DD/YYYY**

1-A

Bank and Account No.: _____

	USD
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 SA balance at beginning of reporting period (as of Jan 07, 2014)	
5. Add/Subtract: Cumulative adjustments (if any) *	-
6. Advances from the World Bank/AIIB during reporting period	-
7. add 5 and 6	-
8. Outstanding advances to be accounted for (4+7) (must be same as item 3)	-
9. Closing SA balance at end of current reporting (as of March 31, 2014)	
10. Add/subtract: Cumulative adjustment (if any) **	-
11. Expenditures for current reporting period	-
12. Add 10+11	-
13. Add 9+12	-
14. Difference (if any) 3-13 ***	-
Part III	
15. Total Forecasted amount to be paid by World Bank/AIIB	-
16. Less: Closing SA balance (as per item 9)	-
17. Cumulative adjustment (if any) ****	-
18. Add 16+17	-
19. Cash requirement from WB/AIIB for next six months (15-18)	-
20. Amount requested for advance to SA (rounding)	-

=====

* Explanation for item 5 (if not zero):	FMR & AW Ref.	Amount (+/-)	Remarks
		-	

** Explanation for item 10 (if not Zero):	FMR & AW Ref.	Amount (+/-)	Remarks
Not Yet Claimed			
		-	

*** Explanation for item 14 (if not Zero):	FMR & AW Ref.	Amount (+/-)	Remarks

**** Explanation for item 17 (if not Zero):	FMR & AW Ref.	Amount (+/-)	Remarks
		-	

National Slum Upgrading Project
Summary Sheet for Payments of Contracts Subject to Prior Review
for the quarter 1 ending MM/DD/YYYY

1	2	3a	3b	4	5	6	7	8	9	10	11	
Item No	Disbursement Category / Car No. / Description	BI Statement Year	Contract SPID No.	Date of Payment (SPID)	Contract No. and Date	Supplier/ Contractor Name	Contract Value (incl. A&B)	Total Amount Paid to Contractor (COI-IBRD-DFI)	WB/IBR Financing %	Amount of WB/IBR portion paid	Exchange Rate Applied	Amount Awarded to SA (USD \$M)
1	Kelurahan Grants											
2	Subtotal Grants, work, consultants' services, non consulting services, and training and workshops											
GRAND TOTAL												

* / Please have a separate line item if the WB financing percentage is different
 ** / Please check these ref through Client Connection

Total 1-8 and 1-C must reconcile with

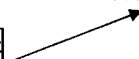
Ln/C/TF No. Sheet No.

National Slum Upgrading Project
Summary Statement of Expenditures (Sum-SOE)
for those NOT Subject to Prior Review
for the Reporting Period Q1, ending March 31, 2014

Ln/Cr/TF No. 0
 Sheet No. :

1	2	3	4	5	6	7	8	9	10	
Item No.	Disbursement Category		Threshold for SOEs (USD eqv)	Number of SP2D covered	Country of supplier/ consultant/ training	Total Paid to Contractors/ Expenditures (GOI+IBRD+PPN)	WB/AIIB Financing %	Amount of WB/AIIB portion paid	Average Exchange Rate	Amount Charged to SA (USD eqv)
	Cat No.	Description								
	(1)	Kelurahan Grants		-	Indonesia	-		-	-	-
	(2)	Goods, works, consultants' services, non-consulting services, and training and workshops		-	Indonesia	-		-	-	-
	GRAND TOTAL			-		-		-	-	-

Total 1-B and 1-C must reconcile with form 1A



National Slum Upgrading Project
Statement of Expenditures for those NOT Subject to Prior Review
for the Reporting Period Q1, March 31, 2014

Ln/Cr/TF No.

1 Item No.	2 Disbursement Category		2a BI Statement			3a Office Issuing SP2D	3b Cross-Ref SP2D No.	4 Date of Payment (SP2D)	5 Contract No and Date	6 Supplier/ Contractor Name	7 Contract Value (incl Add)	8 Total Amount Paid to Contractor (GOI+BRD+AIIB+PPN)	9 WB/AIIB Financing %	10 Amount of WB/AIIB portion paid	11 Exchange Rate Applied	12 Amount Charged to SA (USD eqv)
	Cat Code	Description	Date Of	Yes	Page											
1		Kelurahan Grants											100			
		Subtotal														
2		Goods, works, consultants' services, non-consulting services, and training and workshops											100			
		Subtotal														
		GRAND TOTAL														

must reconcile with Total 1-C

National Slum Upgrading Project
Project Cash Forecast
for the quarter 1: ending MM/DD/YYYY

Disbursement Category	(a)	(b)	(c)=(a)+(b)	(d)	(e)	(f)
	GOI+WB Cash Requirement for Quarter ending 31/03/2014 (IDR)	GOI+WB/AIIB Cash Requirement for Quarter ending 30/06/2014 (IDR)	Total Cash Requirement for next two quarters (six months) (IDR)	GOI Cash Requirement next two quarters (six months) (IDR)	WB/AIIB Cash Requirement next two quarters (six months) (IDR)	WB/AIIB Cash Requirement next two quarters (six months) (USD)
(1) Kelurahan Grants						
(2) Goods, works, consultants' services, non-consulting services, and training and workshops						
Total	-	-	-	-	-	-

NOTE:

Exchange rate applied = Rp XXXXX/ USD