

# OFFICIAL DOCUMENTS

## The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT WORLD BANK

1818 H Street N.W.  
Washington, D.C. 20433  
U.S.A.

(202) 473-1000  
Cable Address: INTBAFRAD  
Cable Address: INDEVAS

March 3, 2017

H.E. Pravin Jamandas Gordhan  
Minister of Finance  
National Treasury  
Pretoria  
Republic of South Africa

**Re: Partnership for Market Readiness  
Multi-donor Trust Fund for Grant Agreement No.TF0A2970  
(South Africa Partnership for Market Readiness Project)  
Additional Instructions: Disbursement**

Excellency:

I refer to the Grant Agreement between the International Bank for Reconstruction and Development (“World Bank”), acting as administrator of the Multi-donor Partnership for Market Readiness Trust Fund, and the Republic of South Africa (the “Recipient”) for the above-referenced project, of even date herewith. The Grant Agreement provides that the World Bank may issue additional instructions regarding the withdrawal of the proceeds of Grant No.TF0A2970 (“Grant”). 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 Grant 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 Grant:

- Reimbursement
- Direct Payment
- Advance

**(ii) Disbursement Deadline Date (subsection 3.7).** The Disbursement Deadline Date is 4 months after the Closing Date specified in the Grant Agreement. Any changes to this date will be notified by the World Bank.

**(iii) Disbursement Conditions (subsection 3.8).** Please refer to the Disbursement Conditions in the Grant Agreement, Schedule 2, Section IV B.

## II. Withdrawal of Grant Proceeds

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

The World Bank  
442 Rodericks Road  
Pretoria, South Africa  
Attention: Mr. Guang Zhe Chen, Country Director

**(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  
Financial Operations Department  
13<sup>th</sup> Floor, Delta Center  
Menengai Road, Upper Hill  
P.O. Box 30557-00100  
Nairobi, Kenya  
Contact Telephone Number: +254 20 2936 000

**(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 with the exception of replenishment applications will be the equivalent of 20% of the initial deposit into the Designated Account.

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

- ***Type of Designated Account (subsection 5.3):*** Segregated
- ***Currency of Designated Account (subsection 5.4):*** South African Rand
- ***Financial Institution at which the Designated Accounts will be opened (subsection 5.5(a) – (h)):*** The South African Reserve Bank
- ***Ceiling (subsection 6.1):*** Variable

**III. Reporting on Use of Grant 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:***
  - Interim Financial Report in the form attached (Attachment 4); and
  - List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 3).
- ***For requests for direct payment:*** records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices and documentary evidence of delivery and the Recipient's acceptance of contracted goods or services.

***(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Accounts (subsection 6.3):*** The period set out in the Grant Agreement for provision of Interim Financial Reports.

***(iii) Other Supporting Documentation Instructions***

Detailed supporting documentation such as copies of bank statements of the Designated Account and reconciliation statements for the Designated Account should be maintained by the Recipient for review by the World Bank or independent auditors.

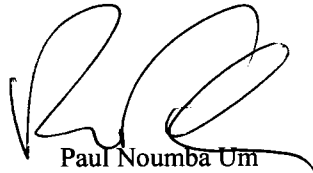
**IV. Other Important Information**

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the World 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 World 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 Grant, 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 World Bank by email at <[clientconnection@worldbank.org](mailto:clientconnection@worldbank.org)>.

If you have any queries in relation to the above, please contact Issa Thiam, Finance Officer at <WFALD-AFR@worldbank.org> using the above reference.

Yours sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Paul Noumba Um  
Country Director for South Africa  
Africa 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 Devices in connection with Use of Electronic Means to Process Applications and Supporting Documentation, dated March 1, 2013
4. Form of Payments Against Contracts Subject to the World Bank's Prior Review
5. Form for Interim Unaudited Financial Report

**Attachment 2**

Form of Authorized Signatory Letter  
[Letterhead]  
Department of the National Treasury  
[Street address]

[DATE]

The World Bank  
442 Rodericks Road  
Pretoria 0081  
South Africa

Attention: [Country Director]

**Partnership for Market Readiness  
Multi-donor Trust Fund for Grant Agreement No.TF0A2970  
(South Africa Partnership for Market Readiness Project)**

I refer to the Grant Agreement between the International Bank for Reconstruction and Development (“World Bank”), acting as administrator of the Partnership for Market Readiness Multi-donor Trust Fund, and the Republic of South Africa (the “Recipient”) for the above-referenced project of even date herewith (“Grant”). For the purposes of Section 3.02 of the Standard Conditions, as defined in the Agreement, any <sup>1</sup>[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 Grant.

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.

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<sup>1</sup> 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 World Bank.*

<sup>2</sup> 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 World Bank.*

<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>4</sup> Instruction to the Recipient: Use this bracket only 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 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 documents to 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 *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 World Bank that it will cause such persons to abide by those terms and conditions.]

This Authorization replaces and supersedes any Authorization currently in the World Bank records with respect to this Agreement.

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

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

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

Yours truly,

/ signed /

\_\_\_\_\_  
[Position]

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<sup>5</sup> 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 World Bank.*

**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>6</sup> will provide secure identification credentials (SIDC) to permit the Borrower<sup>7</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**

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 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

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<sup>6</sup> "Bank" includes IBRD and IDA.

<sup>7</sup> "Borrower" includes the borrower of an IBRD loan, IDA credit, or Project Preparation Facility advance and the recipient of a grant.

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](mailto:clientconnection@worldbank.org).

- 4.5. The Borrower shall immediately notify the Bank at [clientconnection@worldbank.org](mailto: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.

**Payments Made during Reporting Period  
Against Contracts Subject to the World Bank's Prior Review**

<b>Contract Number</b>	<b>Supplier</b>	<b>Contract Date</b>	<b>Contract Amount</b>	<b>Date of World Bank's Non-Objection to Contract</b>	<b>Amount Paid to Supplier during Period</b>	<b>World Bank's Share of Amount Paid to Supplier during Period</b>

<b>Source and Uses of Funds Report</b>			
			<b>Quarter Ended...</b>
<b>The World Bank Trust Fund:</b>			
	<b>Quarter</b>	<b>Cumulative</b>	<b>Remarks</b>
<b>Opening Cash Balance</b>			
<b>Add: Source of Funds</b>			
IBRD Funds			
Counterpart funding			
<b>Funds Available</b>			
<b>Less: Uses of Funds by disbursement categories</b>			
Goods, consultants' services, training, workshops and operating costs			
<b>Total expenditures</b>			
<b>Cash available less total expenditure</b>			
<b>Closing Cash Balance (Designated Account)</b>			
<b>Total Cash Balance</b>			
<p>The following rates were used for conversion: 1US\$ =..... (opening and closing balances)</p> <p><b>Authorized by</b>.....</p> <p><b>Signature and Date:</b>.....</p>			

<b>Source and Uses of Funds Report</b>			
			<b>Quarter Ended...</b>
<b>The World Bank Trust Fund:</b>			
	<b>Quarter</b>	<b>Cumulative</b>	<b>Remarks</b>
<b>Opening Cash Balance</b>			
<b>Add: Source of Funds</b>			
IBRD Funds			
Counterpart funding			
<b>Funds Available</b>			
<b>Less: Uses of Funds by disbursement categories</b>			
Goods, consultants services, training , workshops and operating costs			
<b>Total expenditures</b>			
<b>Cash available less total expenditure</b>			
<b>Closing Cash Balance (Designated Account)</b>			
<b>Total Cash Balance</b>			
<p>The following rates were used for conversion: 1US\$ =..... (opening and closing balances)</p> <p><b>Authorized by</b>.....</p> <p><b>Signature and Date</b>.....</p>			

<b>Designated Account (DA) Activity Statement</b>	
<b>For the Reporting quarter:</b>	
Project Name:	
IBRD Loan No.	
Deposit Bank:	A/C No:
Currency of DA:	
<b>Part I</b>	
1. Cumulative advances to end of current reporting period	-
2. Cumulative expenditures to end of last reporting period	-
3. Outstanding Advances to be accounted (line 1 minus line 2)	-
<b>Part II</b>	
4. Opening DA balance at beginning of reporting period	-
5. Add/subtract: Cumulative adjustments (if any)	-
6. Advances from World Bank during reporting period	-
7. Add lines 5 and 6	-
8. Outstanding advances to be accounted for (add line 4 and line 7)	-
9. Closing DA balance at end of current reporting period	-
10. Add/subtract: Cumulative adjustments (if any)	-
11. Expenditures for current reporting period	-
12. Add line 10 and line 11	-
13. Add line 9 and line 12	-
14. Difference (if any) (line 8 minus line 13)	-
<b>Part III</b>	
15. Total forecasted amount to be paid by World Bank	-
16. Less: Closing SA balance after adjustments	-
17. Direct payments/SC payments (OUTSTANDING OBLIGATIONS)	-
18. Add lines 16 and 17	-
19. Cash requirement from World Bank for next two reporting periods (line 15 minus line 18)	-