OFFICIAL  Lσ 8501-HR

DOCUMENTS

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

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

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

May 6, 2015

Mr Dražen Ratković
President of the Management Board
HŽ Putnički Prijevoz d.o.o.
Strojarska 11
Zagreb
Republic of Croatia

Dear Mr Ratković:

### Re: IBRD Loan No. 8501-HR (Sustainable Croatian Railways in Europe Project)
### Additional Instructions: Disbursement

I refer to the Loan Agreement between the International Bank for Reconstruction and Development (the "Bank") and HŽ Putnički Prijevoz d.o.o. (the "Borrower") for the above-referenced project, dated May 6, 2015. The Agreement provides that the Bank may issue additional instructions regarding the withdrawal of the proceeds of Loan No. 8501-HR ("Loan"). 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 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
- Special Commitment

*(ii) Disbursement Deadline Date (subsection 3.7).* The Disbursement Deadline Date is 4 months after the Closing Date specified in the Loan Agreement. 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, Schedule 2, Section IV.B.1.

## II. Withdrawal of Loan Proceeds

*(i) Authorized Signatures (subsection 3.1).*
An authorized signatory letter in the Form attached (Attachment 2) should be furnished to the 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
> 1818 H Street, N.W.
> Washington, D.C., 20433
> Attention: Mamta Murthi, Country Director, ECCU5

*(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
> Radnicka cesta 80, 9th floor
> Zagreb, HR - 10 000
> Croatia
> Attention:  Loan Department

*(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 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 Direct Payment, Reimbursement and issuance of Special Commitments is Euro 400,000.

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

- *Type of Designated Account (subsection 5.3):* Segregated

- *Currency of Designated Account (subsection 5.4):* Euro

- *Financial Institution at which the Designated Account Will Be Opened (subsection 5.5):* a commercial bank / financial institution acceptable to the Bank.

- *Ceiling (subsection 6.1):* Euro 2,000,000

## 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 and for reporting eligible expenditures paid from the Designated Account:*

    o Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments: for **works** against contracts valued at Euro 1,000,000 equivalent or more; for **goods and non-consulting services** against contracts valued at Euro 350,000 equivalent or more; for **consultants' services** against contracts valued at Euro 75,000 equivalent or more for consulting firms and Euro 35,000 for individual consultants;
    o Statement of Expenditure in the form attached (Attachment 4) for all other expenditures / contracts;
    o Interim Financial Report in the form attached (Attachment 7) for **retrenchment payments**;
    o List of payments against contracts that are subject to the Bank's prior review, in the form attached (Attachment 5); and
    o A designated account reconciliation statement (Attachment 6) and related bank statement.

- *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):* At least quarterly, or more frequently if needed.

*(iii) Other Supporting Documentation Instructions –related to retroactive financing*

Retroactive financing of retrenchment payments would be done using the reimbursement method. Withdrawal applications claiming reimbursement of such expenditures would need to be supported by an audit report, in addition to the Interim Financial Report mentioned in the Section III.(i) above. Audit report would be based on an agreed upon audit and would obtain reasonable assurance on the eligibility, existence and correct amounts of paid retrenchment obligations.

## IV. Other Disbursement Instructions

Retrenchment payments due during the project implementation period may be made either from the Designated Account or using the reimbursement method, if paid from own resources. Such payments would be documented to the World Bank using the same Interim Financial Report formats as for the retroactive portion of the retrenchment payments. Such payments would also be subject to an annual audit or, if needed, agreed upon audit at a specific time during the year.

## 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.

From the Client Connection 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.

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 Jasna Mestnik, Finance Officer, at jmestnik@worldbank.org, using the above reference.

Yours sincerely,

Carlos Pinerua
Country Manager
World Bank Office, Croatia


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 "Statement of Expenditure"
5. Form of Payments Against Contracts Subject to the Bank's Prior Review
6. Form of Designated Account Reconciliation Statement
7. Form of "Interim Financial Report" for retrenchment payments


Prepared by: Jasna Mestnik, Finance Officer - WFALA

Cleared with and cc:   Adam Shayne, Country Lawyer - LEGLE
                       Jean-Francois Marteau, Task Team Leader - GTIDR

Form of Authorized Signatory Letter
[Letterhead]
HŽ Putnički Prijevoz d.o.o.
Strojarska 11
Zagreb
Republic of Croatia

[DATE]

The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention:  [Country Director]

Re:  Loan No. 8501-HR (Sustainable Croatian Railways in Europe Project)

I refer to the Loan Agreement ("Agreement") between the International Bank for Reconstruction and Development (the "Bank") and HŽ Putnički Prijevoz d.o.o. (the "Borrower"), dated _____, providing the above Loan.  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 Borrower to sign applications for withdrawal [and applications for a special commitment] under this Loan.

For the purpose of delivering Applications to the Bank, [2][each] of the persons whose authenticated specimen signatures appears below is authorized on behalf of the Borrower, acting [3][individually] [4][jointly], to deliver Applications, and evidence in support thereof on the terms and conditions specified by the Bank.

This confirms that the Borrower is authorizing such persons to accept  Secure Identification Credentials (SIDC) and to deliver the Applications and supporting documents to the Bank by electronic means.  In full recognition that the 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*

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[1] Instruction to the Borrower: 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 Bank.*

[2] Instruction to the Borrower: 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 Bank.*

[3] Instruction to the Borrower: 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 Bank.*

[4] Instruction to the Borrower: 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 Bank.*

("Terms and Conditions of Use of SIDC"), the Borrower represents and warrants to the Bank that it will cause such persons to abide by those terms and conditions.

This Authorization replaces and supersedes any Authorization currently in the Bank 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 Borrower[2] 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.

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[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 Expenditures (SOE)**

**Payments made during the period from** _____ **to** _____

**Loan No.:** _____

**Application No.:** _____

**Category No.:** _____

**SOE No.:** _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|
| Supplier's Name | WB Contract Number in Client Connection | Type of Good or Service (CW/GO/CS/OP/TR) / Brief Description | Currency and Total Amount of Contract | Currency and Total Amount of Invoice Covered by Application | % Financed by IBRD/IDA/TF | Amount Eligible for Financing (5 x 6) | Currency and Amount Paid from Designated Account (if Applicable) | Exchange Rate | Date of Payment | Remarks |
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| | | | | | | TOTALS | | | | |

Supporting documents for this SOE retained at _____

(location)

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

| Contract Number | Supplier | Contract Date | Contract Amount | Date of WB's Non Objection to Contract | Amount Paid to Supplier during Period | WB's Share of Amt Paid to Supplier during Period |
|---|---|---|---|---|---|---|
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# DESIGNATED ACCOUNT RECONCILIATION STATEMENT

LOAN/CREDIT/PPF/COFINANCIER NUMBER _____

ACCOUNT NUMBER _____ WITH (BANK) _____

1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER)  $ _____

2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK  -  $ _____

3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO
   THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2)  =  $ _____

==================================================================

4. BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK
   STATEMENT AS OF DATE _____  $ _____

5. PLUS: TOTAL AMOUNT CLAIMED IN THIS
   APPLICATION NO. _____  +  $ _____*

6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED
   REASON: _____  +  $ _____*

7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS
   NOT YET CREDITED AT DATE OF BANK STATEMENTS

   APPLICATION NO.                    AMOUNT *

   _____                    _____

   _____                    _____

   SUBTOTAL OF PREVIOUS
   APPLICATIONS NOT YET CREDITED  +  $ _____

8. MINUS: INTEREST EARNED  -  $ _____*

9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9)  =  $ _____

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9:

    _____

    _____

11. DATE: _____     SIGNATURE: _____

                 TITLE: _____

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# ENTITY NAME
## SUSTAINABLE CROATIAN RAILWAYS PROJECT
### World Bank Loan No. XXXX
### Summary   Statement   (Disbursement Report)
## Retroactive expenditures
paid from .....to .....

| Disbursement Cat./Subcat. (col. 1) | Number of staff who received payments | Total Gross Expenditures /ii In HRK (col. 2) | % IBRD financing (col. 3) | Eligible for Bank's Financing In HRK (col. 4)=(col. 2)*(col. 3) | Entity/Other Share Paid In HRK (col. 5) |
|---|---|---|---|---|---|
| | | | | | |
| 1. Retrenchment Payments by type: /i | | | | | |
| a) Severance payments - voluntary leaves | 0 | 0 | 100% | 0 | 0 |
| b) Railway Fund  payments | 0 | 0 | 100% | 0 | 0 |
| c) Notice payments - involuntary leaves | 0 | 0 | 100% | 0 | 0 |
| GRAND TOTAL | 0 | 0 | ■ | 0 | 0 |

/i - detailed list of payments to staff should be provided and reconciled to the amounts in the summary.
/ii including taxes and other social charges related to the retrenchment payments

# ENTITY NAME
## SUSTAINABLE CROATIAN RAILWAYS PROJECT
### World Bank Loan No. XXXX
## Uses of Funds by Project Activity
### for the year ending Decmber 31, 2015
in HRK

| Ref. | Project Components and Subcomponnents/i | Year to Date | Cumulative to Date | Plan Project Life | Completion in % |
|---|---|---|---|---|---|
| | | | | | |
| | A. Retrenchment payments - retroactive reimbursement | 0 | 0 | 0 | |
| | Severance Payments | | | | |
| | Railway leaves | | | | |
| | Notice payments | | | | |
| | | | | | |
| | B. Retrenchment payments - current | 0 | 0 | 0 | |
| | Severance Payments | | | | |
| | Railway leaves | | | | |
| | Notice payments | | | | |
| | | | | | |
| | C. Component | 0 | 0 | 0 | |
| | Investment | | | | |
| | Maintenance | | | | |
| | Goods | | | | |
| | | | | | |
| | | | | | |
| | TOTAL | 0 | 0 | 0 | |

/i to be updated in line with the project components in PAD