June 9, 2014

H.E. Patrice Kitebi
Minister Delegate to the Prime Minister, in charge of Finance
Ministry of Finance
Kinshasa - Gombe
Democratic Republic of Congo

Excellency:

Re: Democratic Republic of Congo : IDA Original Grant No H595-ZR and Additional Financing No. Grant IDA H859-DRC (Multimodal Transport Project) Additional Instructions: Fifth Restatement Disbursement Letter

I refer to (i) the Amended and Restated Financing Agreement ("Agreement") between the International Bank for Reconstruction (the "Association"), and the Democratic Republic of Congo (the "Recipient"), for the above-referenced project, dated even date herewith and (ii) the Disbursement Letter dated July 22, 2013 (as amended and restated prior to the date hereof) ("Original Disbursement Letter"), providing additional instructions regarding the withdrawal of the proceeds of financing.

This letter ("Disbursement Letter") as same may be revised from time to time, restates, and supersedes the Original Disbursement Letter (as the fifth restatement thereof) and constitutes the additional instructions applicable to the financing (H595-ZR and H859-ZR) under the agreement ("Financing") from, as of, the date of this Disbursement Letter. The purpose of this Disbursement Letter is to temporarily raise the ceiling of the Additional Designated Account-A to accommodate the Project’s cash flow needs for that period (see Section II (vi) below). In addition, Section II (ii), (iii) and (iv) have been updated to respectively restate the address where withdrawal application should be sent and the new provision for electronic submission of applications. All other provisions and attachments of the “Original Disbursement Letter” dated July 22, 2013, except as amended, shall remain in force and effect.

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 Financing:

- Reimbursement
- Advance
- Direct Payment
- Special Commitment

(ii) Disbursement Deadline Date (subsection 3.7). The Disbursement Deadline Date is four (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 Section IV.B.1 of Schedule 2 to the Agreement, including (and without prejudice to the other conditions under such section) paragraph (b) (i) of Section IV.B.1 of Schedule 2 to Agreement which reads as follows:

"Under Category (1)(e) for quarterly installments for the payment of departure indemnities and social security pension contributions of all SNCC eligible voluntarily departed retirees, unless Recipient has provided evidence satisfactory to the Association that the salary arrears, departure indemnities and social security pension contributions and any outstanding SNCC social debt of these retirees have been fully accounted and certified, under terms and conditions satisfactory to the Association, by an independent auditor under terms and conditions satisfactory to the Association."

II. Withdrawal of Financing 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
1818 H Street, N.W.
Washington, DC 20433
United States of America
Attention: Eustache Ouayoro

(ii) Applications (subsections 3.2-3.3). Please provide completed and signed applications for withdrawal, together with supporting documents, through the World Bank's Client Connection, web-based portal, following the instructions for electronic delivery. In the case the recipient does
not have internet access; the World Bank may permit the delivery of applications for withdrawal, together with supporting documents, in accordance with subsection 3.3, to the following address:

The World Bank  
Loan Department  
13th Floor, Delta Center  
Menengai Road  
Upper Hill  
P.O. Box 30577-00100  
Nairobi Kenya  
Tel +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 Tokens 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 for Reimbursements, Direct Payments and special commitment is:

- For Designated Account A relating to Original Grant No. H595-ZR (“Original DA-A”) USD 20% of the Designated Account Ceiling specified in paragraph (vi) below for Original DA-A
- For Designated Account B relating to Original Grant No. H595-ZR (“Original DA-B”) USD 20% of the Designated Account Ceiling specified in paragraph (vi) below for Original DA-B
- Designated Account A relating to Additional Grant No. H8590-DRC (“Additional DA-A”) US$500,000
• Designated Account B relating to Additional Grant No. H8590-DRC ("Additional DA-B") US$100,000

(vi) Advances (sections 5 and 6)
• Type of Designated Account/s] (subsection 5.3). 4 Segregated Accounts
  1. Original DA-A for Part A and D.1 of the Project managed by CEPTM Project Unit based in Lubumbashi
  2. Original DA-B for Part B, C and D.2 of the Project managed by CEPTM Project Unit based in Kinshasa
  3. Additional DA-A for Part A and D.1 of the Project managed by CEPTM Project Unit based in Lubumbashi
  4. Additional DA-B for Part B, C and D.2 of the Project managed by CEPTM Project Unit based in Kinshasa

• Currency of Designated Account/s] (subsection 5.4). US dollars

• Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):
  STANDARD BANK

• Ceiling (subsection 6.1):
  - Original DA-A : US$ 6.6 million (See Categories (1a), (1b), (1c), (1d) and (6a) under Section IV of Schedule 2 to the Agreement)
  - Original DA-B : US$ 2.1 million (See Categories (2), (3), (4a), (4b), (5) and (6b) under Section IV of Schedule 2 to the Agreement)
  - Additional DA-A : US$ 14.6 million as of the date hereof up to (and including) October 31, 2014 and thereafter US$5.5 million. (See Categories (1a), (1c), (1e), and (6a) under Section IV of Schedule 2 to the Agreement)
  - Additional DA-B : US$ 550,000 (See Categories (2), (3), (4a), (4b), (5), (6b), (8) and (9) under Section IV of Schedule 2 to the Agreement)

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:
  o Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments for works against contracts valued at US$ 500,000 or more; for goods against contracts valued at US$ 150,000 or more; for services of consulting firms against contracts valued at US$100,000 or more; for individual consultant services against contracts valued at US$50,000 or more; for all operating expenditures;
- **For reporting eligible expenditures paid from the Designated Account.**
  - Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments for works against contracts valued at US$ 500,000 or more; for goods against contracts valued at US$ 150,000 or more; for services of consulting firms against contracts valued at US$100,000 or more; for individual consultant services against contracts valued at US$50,000 or more; for all operating expenditures;
  - Statement of Expenditure in the form attached (Attachment 4) for all other expenditures/contracts;
  - List of payments against contracts that are subject to the World Bank's prior review, in the form attached (Attachment 5); and
  - Customized Statement of Expenditures in the form attached (attachment 6) for category 1(d) under Section IV of Schedule 2 to the Agreement.

- **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

Copies of the bank statement of each Designated Account and a reconciliation statement for this account should be submitted with each Application for advance to the relevant Designated Account.

The Customized Statement of Expenditures must be accompanied with a report issued by an independent auditor on the use of funds disbursed under the Social Plan under Category (1d) under Section IV of Schedule 2 to the Agreement.

All other supporting documentation for SOEs should be retained by the project management or Recipient and must be made available for review by periodic World Bank missions and internal and external auditors.

IV. Other Disbursement Information

All Retroactive financing applies. Refer to Section IV.B.1 under Section IV of Schedule 1 to the Agreement.

V. Other Important Information

From the Client Connection website, you will be able to prepare and deliver Applications, monitor the near real-time status of the Financing, 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 (https://clientconnection.worldbank.org). From this website you will be able to download 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 affected. 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 Faly Diallo, Finance Officer at loaaf@worldbank.org using the above a reference.

Yours sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Eustache Ouayoro
County Director for Democratic Republic of Congo
Africa Region

Attachment:
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

Cc with copies: Ministère du Transport
117, Bld du 30 juin, Blg ONATRA
Kinshasa 1, Kinshasa
Congo, Democratic Republic of
Tel: (243-81) 691-4754 Fax: 001 408 868 5973

Monsieur Lazare Dakahudyno
Coordonnateur de la CEPTM
Kinshasa
Congo, Democratic Republic of
Tel : (243-99) 817 0415
Email : dakahudyno@yahoo.fr
Société Nationale des Chemins de fer du Congo (SNCC)
Place de la Gare n°115, Lubumbashi
République Démocratique du Congo
Tel : (+243)991 008 004 and (+243)993 577 812
and (+243)997 029 350
Fax: +243 23 41 170
E-mail: snccdg@yahoo.fr and vts@vecturis.com

SCTP Ex ONATRA
177, Boulevard du 30 Juin, building SCTP Ex-ONATRA
B.P. 98, Kinshasa I
République Démocratique du Congo
Tel : (+243)81 463 58 55
E-mail: onatrakin@gmail.com

Régie des Voies Aériennes (RVA)
Avenue Aérodrome n° 548
Commune de Barumbu Quartier N’Dolo
B.P. 6574, Kinshasa 31
République Démocratique du Congo
Tel : (+243) 81 368 01 34
E-mail: rva.dg@rva.cd and regiedesvoiesaeriennes@yahoo.fr

Congolaise des Voies Maritimes (CVM) ex-RVM
Bureau de représentation à Kinshasa
Avenue de la Nation, n° 19,
Immeuble Banque congolaise, 6ème étage
Commune de la Gombe
B.P. 13999, Kinshasa 1
République Démocratique du Congo
Tel : (+ 243) 15104958 and (+ 243) 997 036 029
E-mail: rvmkinshasa@yahoo.fr

Régie des Voies Fluviales (RVF)
2357, Route des Poids Lourds
Kinshasa N’Dolo
République Démocratique du Congo
Tel: (+243)81 053 10 31
E-mail: regiedesvoiesfluviales@yahoo.fr

Autorité de l’Aviation Civile
911, Avenue le Marinel (imm. SOFIDE),
Kinshasa Gombe, Congo, Republic of
Tel:+243-81-223-76-02
Email:aacrd@yahoo.fr
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](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 Financing.
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 Financencing 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.