June 5, 2013

Mr. Henry Rotich
Cabinet Secretary
The National Treasury
Treasury Building
Nairobi, Kenya

Dear Mr. Rotich,

Re: IDA Financing 4571-KE- Northern Corridor Transport Improvement Project

Additional Instructions: Second Revised Disbursement Letter

I refer to the Amended and Restated Financing Agreement (“Agreement”) between the International Development Association (the “Association”) and the Republic of Kenya (the “Recipient”) for the above-referenced project, dated May 8, 2009. The Agreement provides that the Association may issue additional instructions regarding the withdrawal of the proceeds of financing 4571-KE (“Financing”). This revised Disbursement Letter, as revised from time to time, constitutes additional instructions, and supersedes the earlier Disbursement Letter dated January 07, 2010.

This Second revised Disbursement Letter applies to IDA 4571-KE; in Section II (iii) and Section II (iv) provisions for electronic delivery of Withdrawal Applications have been included and in Section II (vi) the descriptive of the Designated Account is revised and the ceiling restated.

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 Financing 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 Amending and Restating Development Credit Agreement:

- Reimbursement
- Advance
II. Withdrawal of Financing Proceeds

(i) Authorized Signatures (subsection 3.1).

A letter in the Form attached (Attachment 2) should be furnished to the Association at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank
Kenya Country Office
Upper Hill Road
Nairobi, Kenya
Attention: Diarietou Gaye
Country Director

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed applications for withdrawal, together with supporting documents, and (b) applications for special commitments, together with a copy of the commercial bank letter of credit, to the address indicated below:

The World Bank,
Loan Department,
Kenya Re Towers, 10th Floor,
Upper Hill, off Ragati Road,
Nairobi, Kenya.
Attention: Mr. Anthony Okwako

(iii) Electronic Delivery (subsection 3.4) The Association may permit the Recipient to electronically deliver to the Association Applications (with supporting documents) through the Association’s Client Connection, web-based portal. The option to deliver Applications to the Association 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 Association 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 Association agrees, the Association 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 Association 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 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 is USD 200,000.

vi) Advances (sections 5 and 6).

• Type of Designated Account (subsection -5.3): Segregated
  o Designated Account AA in the name of Kenya National Highways Authority (KeNHA)
• Currency of Designated Account (subsection 5.4): USD
• Financial Institution at which the Designated Account Will Be Opened (subsection 5.5): Equity Bank Limited.
• Ceiling (subsection 6.1):
  o Designated Account AA - USD 7,500,000

III. Reporting on Use of Financing 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 against contracts of (a) goods valued at US$500,000 or more; (b) works, including supply and installation valued at US$5,000,000 or more (c) services of consulting firms valued at US$ 200,000 or more; and (d) services of individual consultants valued at US$100,000 or more.
  o Statement of Expenditure in the form attached (Attachment 2) for all other expenditures/contracts; and
  o List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 3).

• For reporting eligible expenditures paid from the Designated Account:
  o Records evidencing eligible expenditures (e.g., copies of receipts, supplier invoices) for payments against contracts of (a) goods valued at US$250,000 or more; (b) works; including supply and installation costing less than US$1,000,000 (c) services of
consulting firms valued at US$ 100,000 or more; and (d) services of individual consultants valued at US$50,000 or more.

- Statement of Expenditure in the form attached (Attachment 3) for all other expenditures/contracts; and
- List of payments against contracts that are subject to the Association's prior review, in the form attached (Attachment 4).

- **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*

**IV. Other Disbursement Instructions**
The amounts disbursed under categories 1(a), 2(b) and 3 (c) will be posted and the categories closed upon Credit effectiveness of the Additional Credit (CR 4571-KE).

**V. Other Important Information**


If you have not already done so, the Association 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 Financing, 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 Association by email at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Wolfgang Chadab, Senior Finance Officer at Wchadab@worldbank.org using the above reference.

Yours sincerely,

Diarietou Gaye
Country Director for Kenya
Africa Region
Attachments
3. Form of Statement of Expenditure
4. Form of Payments Against Contracts Subject to the Bank’s Prior Review

Wolfgang Chadab
Cleared with and cc: Nightingale Rukuba-Ngaiza
Josphat O. Sasia

Cc with copies:
    Eng. (Dr.) Cyrus Njiru
    Permanent Secretary
    Ministry of Transport
    Transcom House, Ngong Road
    Nairobi

    The Managing Director
    Kenya Airports Authority (KAA)
    Jomo Kenyatta International Airport
    KAA Headquarters - 5th Floor
    P.O. Box 09001 - 00501
    Nairobi, Kenya

    The Director General
    Kenya Civil Aviation Authority (KCAA)
    Jomo Kenyatta International Airport
    KAA Headquarters - 1st Floor
    P.O. BOX 30163 - 00100
    Nairobi, Kenya

    The Director General
    Kenya National Highways Authority (KeNHA)
    BlueShield Towers, Hospital Road, Upper Hill
    P.O. Box 49712 - 00100 Nairobi, Kenya.

    Mr. Jackson Kinyanjui
    Director,
    External Resources Department
    Treasury Building
    Nairobi, Kenya
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.

---

\(^1\) "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 _____________

For expenditures against the contracts not subject to the Bank Prior Review

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Category No. (**)</th>
<th>Currency and Total Amount of Contract</th>
<th>Currency and Total Amount of Invoice Covered by Application (Net of Retention)</th>
<th>Eligible % from Schedule I of Loan/Credit Agreement</th>
<th>Amount Eligible for Financing (4 x 5)</th>
<th>Currency and Amount Paid from Special Account (if Applicable)</th>
<th>Exchange Rate (Col. 7 divided by Col. 6)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALES**

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

(*) A separate SOE form should be used for retroactive financing

(**) Items should be grouped by category; or alternatively, a separate SOE form may be used for each category
## Payments Made during Reporting Period
Against Contracts Subject to the Bank’s Prior Review

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Supplier</th>
<th>Contract Date</th>
<th>Contract Amount</th>
<th>Date of WB’s Non-Objection to Contract</th>
<th>Amount Paid to Supplier during Period</th>
<th>WB’s Share of Amount Paid to Supplier during Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>