

CREDIT NUMBER 2020 GUB
(Amendment)

Agreement Amending
Development Credit Agreement

(Social and Infrastructure Relief Project)

between

REPUBLIC OF GUINEA-BISSAU

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 8, 1992

CREDIT NUMBER 2020 GUB
(Amendment)

AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated June 8, 1992, between REPUBLIC OF GUINEA-BISSAU (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower and the Association have entered into a Development Credit Agreement (Social and Infrastructure Rehabilitation Project), dated June 29, 1989 (the Development Credit Agreement) for the purpose of assisting in the financing of the project described in Schedule 2 to the Development Credit Agreement (the Project); and

(B) the Borrower has requested the Association to provide further additional assistance towards the financing of the Project by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to one million nine hundred and fifty thousand Special Drawing Rights (SDR 1,950,000); and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to provide such additional assistance to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Amendments of the Development
Credit Agreement

Section 1.01. Section 1.02 of the Development Credit Agreement is amended by eliminating the "and" at the end of Subsection (m), substituting "; and" for "." at the end of Subsection (n) and adding a new Subsection (o) as follows:

"(o) 'Amending Agreement', means the Agreement Amending Development Credit Agreement (Social and Infrastructure Relief Project), between the Borrower and the Association."

Section 1.02. Section 2.01 of the Development Credit Agreement is amended to read as follows:

"Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Development Credit Agreement, an amount in various currencies equivalent to five million eight hundred thousand Special Drawing Rights (SDR 5,800,000) (the Credit), which includes: (a) an original amount in various currencies equivalent to three million eight hundred and fifty thousand Special Drawing Rights (SDR 3,850,000) (the Initial Financing); and (b) an additional amount in various currencies equivalent to one million nine hundred and fifty thousand Special Drawing Rights (SDR 1,950,000) (the Additional Financing)."

Section 1.03. Section 2.03 of the Development Credit Agreement is amended by replacing the date "June 30, 1993" with the date "December 31, 1993".

Section 1.04. An additional proviso is added at the end of Section 2.04 (b) of the Development Credit Agreement reading as follows:

"; provided, however, that any commitment charge on the Additional Financing shall accrue from a date sixty days after the date of the Amending Agreement."

Section 1.05. The table in paragraph 1 of Schedule 1 to the Development Credit Agreement is amended to read as set forth in Schedule 1 to this Amending Agreement. The percentages of expenditures to be financed as set forth in Schedule 1 to this Amending Agreement shall be applicable in respect of payments made for expenditures incurred on or after the date of this Amending Agreement.

ARTICLE II

Effective Date; Termination

Section 2.01. This Amending Agreement shall not become effective until evidence satisfactory to the Association shall have been furnished to the Association that the execution and delivery of this Amending Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary governmental action.

Section 2.02. As part of the evidence to be furnished pursuant to Section 2.01 of this Amending Agreement, there shall be furnished to the Association an opinion or opinions satisfactory to the Association of counsel acceptable to the Association showing, on behalf of the Borrower, that this Amending Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and is legally binding upon the Borrower in accordance with its terms.

Section 2.03. This Amending Agreement shall come into force and effect on the date upon which the Association dispatches to the Borrower notice of its acceptance of the evidence required by Section 2.01 of this Amending Agreement.

Section 2.04. If this Amending Agreement shall not have come into force and effect by a date ninety (90) days after the date of this Amending Agreement, this Amending Agreement and all obligations of the parties hereunder shall terminate, unless the Association establishes a later date for the purposes of this Section. If this Amending Agreement shall terminate under the provisions of this Section, the Development Credit Agreement shall continue in full force and effect, as if this Amending Agreement had not been executed.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Amending Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF GUINEA-BISSAU

By /s/ Alfredo Cabral

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Edward V.K. Jaycox

Regional Vice President
Africa

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Civil Works	2,850,000	100% of foreign expenditures and 95% of local expenditures
(2) Vehicles, equip- ment, materials and supplies	780,000	100%
(3) Consultants, services, training, studies, surveys and audits	1,710,000	100%
(4) Operating costs of:	360,000	100%
(a) MU;		
(b) TO; and		
(c) Reorientation Unit		
(5) Unallocated	100,000	
TOTAL	5,800,000	