

**CREDIT NUMBER 2682-1-GH
(Amendment)**

Agreement Amending VRA Project Agreement

(Thermal Power Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

VOLTA RIVER AUTHORITY

Dated March 15, 2004

CREDIT NUMBER 2682-1-GH

(Amendment)

AGREEMENT AMENDING VRA PROJECT AGREEMENT

AGREEMENT, dated, _____ between INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) and VOLTA RIVER AUTHORITY (VRA).

WHEREAS (A) by the Agreement Amending Development Credit Agreement of even date herewith between the Republic of Ghana (the Borrower) and the Association, the Association has agreed to amend and restructure the Project, but only on condition that VRA agrees to undertake such obligations toward the Association as are set forth in this Agreement;

(B) by the subsidiary loan agreement, between the Borrower and VRA, a portion of the proceeds of the credit provided for under the Development Credit Agreement will be relented to VRA on the terms and conditions set forth in said subsidiary loan agreement; and

WHEREAS VRA, in consideration of the Association's entering into the Agreement Amending the Development Credit Agreement with the Borrower, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Amendments of the Project Agreement

Section 1.01. Section 4.02(a) to the Project Agreement is amended to read as follows:

“Section 4.02. (a) Except as the Association shall otherwise agree, the annual return on VRA's earnings shall be not less than 1% in 2004; 3 percent in 2005; and 4.5% thereafter, calculated on the average net value of VRA's fixed assets in operation.”

Section 1.02. In Schedule 1, Paragraph 1 of Section I, Part A is amended to read as follows:

“1. Goods and works shall be procured in accordance with the provisions of Section I of the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the

Bank in January 1995 and revised in January and August 1996, September 1997 and January 1999 (the Guidelines) and the following provisions of Section I of this Schedule.”

Section 1.03. In Schedule 1, Paragraph 1 of Section II is amended to read as follows:

“1. Consultants’ services shall be procured in accordance with the provisions of Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in January 1997 and revised in September 1997, January 1999 and May 2002 (the Consultant Guidelines), paragraph 1 of Appendix 1 thereto, Appendix 2 thereto and the following provisions of Section II of this Section.”

ARTICLE II

Effective Date; Termination

Section 2.01. This Amending Project Agreement shall come into force and effect on the date upon which the Amending Agreement becomes effective.

Section 2.02. If this Amending Project Agreement shall not have come into force and effect by a date ninety (90) days after the date of this Amending Project Agreement, this Amending Project 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 Project Agreement shall terminate under the provisions of this Section, the Project Agreement shall continue in full force and effect, as if this Amending Project 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.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Acting Regional Vice President
Africa

VOLTA RIVER AUTHORITY

By

Authorized Representative

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