

CONFORMED COPY

CREDIT NUMBER 3123-1 TJ
(Amendment)

Agreement Amending Development Credit Agreement

(Emergency Flood Assistance Project)

between

REPUBLIC OF TAJIKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 20, 1999

CREDIT NUMBER 3123-1 TJ

AGREEMENT AMENDING DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated December 20, 1999 between REPUBLIC OF TAJIKISTAN (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower and the Association have entered into a Development Credit Agreement (Emergency Flood Assistance Project) dated August 31, 1998 (the Development Credit Agreement), for the purpose of providing support during the execution of the Emergency Flood Assistance Project, as described in Recital of the Development Credit Agreement (the Project);

(B) the Borrower has requested the Association to provide further additional assistance in the support of the Project by increasing the amount made available under the Development Credit Agreement by an amount in various currencies equivalent to one million five hundred thousand Special Drawing Rights (SDR 1,500,000); 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 to the Development Credit Agreement

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

"(c) "Amending Agreement" means the agreement amending the Development Credit Agreement (Emergency Flood Assistance Project) between the Borrower and the Association, dated August 31, 1998".

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 three hundred thousand Special Drawing Rights (SDR 5,300,000) (the Credit), which includes: (a) an original amount in various currencies equivalent to three million eight hundred thousand Special Drawing Rights (SDR 3,800,000) (the Initial Financing); and (b) an additional amount in various currencies equivalent to one million five hundred thousand Special Drawing Rights (SDR 1,500,000) (the Additional Financing)."

Section 1.03. Section 2.03 of the Development Credit Agreement is amended to read as follows:

"Section 2.03. The Closing Date shall be December 31, 2001 or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date."

Section 1.04. A proviso is added at the end of Section 2.04 (b) (i) of the Development Credit Agreement reading as follows: "; provided however that the commitment charge on the Additional Financing shall accrue from a date sixty (60) days after the date of this Amending Agreement."

Section 1.05. Schedule 1 of the Development Credit Agreement is hereby revised as indicated in the Annex to this Amending Agreement.

Section 1.06. Part A of Schedule 2 of the Development Credit Agreement is amended by deleting the "nine (9)" in Paragraph 1, substituting "eleven (11)" and deleting "270 kms" in Paragraph 2, substituting "320 kms".

Section 1.07. Part B of Section I of Schedule 3 is amended as follows:

(a) The aggregate amount of contracts for goods and works under National Competitive Bidding Procedure is revised to read "\$1,150,000";

(b) The aggregate amount of contracts for goods under International Shopping is revised to read "\$1,900,000";

(c) The aggregate amount of contracts for goods under National Shopping is revised to read "\$300,000"; and

(d) The aggregate amount of contracts for works under Direct Contracting is revised to read "\$4,050,000".

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 shall dispatch 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 TAJIKISTAN

By /s/ Sadriddin Akramov

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Kazuko Ogawa

Acting Regional Vice President
Europe and Central Asia

ANNEX 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	2,610,000	90%
(2) Goods	2,020,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 90% of local expenditures for other items procured locally
(3) Incremental Operating Costs	270,000	90%
(4) Unallocated	400,000	

TOTAL

5,300,000

