December 10, 2012

Mr. Gao Weidong  
Vice Mayor  
Guiyang Municipality  
Guizhou Province  
People’s Republic of China

Dear Mr. Gao:

Re: China: Guiyang Transport Project (Loan No. 4881-CHA)  
Amendment to the Project Agreement

We refer to the Project Agreement (the “Agreement”) between International Bank for Reconstruction and Development (the “Bank”) and Guiyang Municipality (the “Project Implementing Entity”), dated March 18, 2008, as amended (the “Project Agreement”), for the above-captioned Project (the “Project”). We also refer to our discussions and your requests during the implementation support mission held from October 8 to October 12, 2012. We are pleased to inform you that the Bank, after due consideration, agrees with your requests and accordingly proposes the following amendments to the Project Agreement:

Paragraphs 2 and 3 of Section 1 in Schedule I to the Project Agreement are amended to read as follows:

“2. The Project Implementing Entity shall in the carrying out of the Project implement or cause to implement the RAP, the IPDP, and the EMP, all in a manner and substance satisfactory to the Bank. Without limitation to the foregoing the Project Implementing Entity shall and shall cause to:

(a) take, all necessary actions to minimize to the extent possible the acquisition of land or assets of people, any involuntary loss by persons of shelter, productive assets or access to productive assets or income or means of livelihood, temporarily or permanently, and the displacement of said people in the carrying out the Project or any Part thereof;

(b) where the acquisition of land or assets or the displacement of people is unavoidable make available to such people compensation in accordance with the RAP and before the carrying out of the works which would result in such acquisition or displacement, all in a manner satisfactory to the Bank;

(c) implement the EMP in a manner satisfactory to the Bank and designed to ensure that the Project is implemented in accordance with sound environmental practices and standards acceptable to the Bank;

(d) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Bank, the implementation of the RAP, the IPDP, and the EMP; and
(e) without any limitation to the provisions of the General Conditions, and with respect to the pending resettlement activities to be carried out after the date of this amendment and to be completed after closing of the Bank Loan, take all measures necessary on its part to regularly collect, compile, and submit to the Bank, until the RAP, EMP and IPDP have been implemented in their entirety to the full satisfaction of the Bank, information on the status of compliance with the RAP, the IPDP, and the EMP, giving details of:

(i) measures taken in furtherance thereof;
(ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation thereof; and
(iii) remedial measures taken or required to be taken to address such conditions.

3. The Project Implementing Entity shall not amend, suspend, or waive the RAP, IPDP and the EMP or any provision thereof, without the prior concurrence of the Bank."

Except as specifically amended in this letter, all other terms and conditions of the Project Agreement, as amended, shall remain in full force and effect.

Please confirm your agreement to the foregoing on behalf of the Project Implementing Entity by countersigning and dating the corresponding form of confirmation set forth below, and returning one fully countersigned original of this letter to us. The above amendments shall become effective as of the date of this letter upon receipt by the Bank of (i) a duly countersigned original of this letter by the authorized representative of the Project Implementing Entity; and (ii) the copy of the letter amending the Loan Agreement duly countersigned by the authorized representative of the Borrower.

Sincerely yours,

Klaus Rohland
Country Director, China
East Asia and Pacific Region

CONFIRMED:
GUIYANG MUNICIPALITY

By:  
Authorized Representative

Name: 郭平
Title: 副市长
Date: 2012.12.18
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