Mr. Peceli Nakavulevu  
Director  
Department of Energy  
Ministry of Transport, Works and Energy  
Government of Fiji  
Government Buildings  
Suva  
Republic of Fiji  

Fiji: Letter of Amendment to the Global Environment Facility Grant Agreement for the Sustainable Energy Financing Program  
(GEF Grant Numbers TF090429 and TF058284)  

December 13, 2012  

Dear Mr. Nakavulevu:  


We are pleased to inform you that following your request dated 27 November, 2012 to amend the Agreement, the World Bank hereby proposes to amend the Agreement as set out in the Annex to this Letter of Amendment (the “Amendment”).  

Except as specifically amended herein, all other terms and provisions of the Agreement, as amended to date, shall remain in full force and effect.  

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date one of the enclosed copies of this Letter of Amendment, returning it to the World Bank, and retaining the other original for your records.
Upon receipt by the World Bank of the copy of this Letter of Amendment, countersigned by you, this amendment shall become effective as of the date of its countersignature.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Ulrich Zachau
Acting Country Director
Papua New Guinea, Timor-Leste and Pacific Islands
East Asia and Pacific

AGreed:
Republic of Fiji

By: [Signature]
Authorized Representative

Name: Mr. Nakavulevu
Title: [Title]
Date: [Date]

C: Mr. Francis Kean, Permanent Secretary for Transport, Works and Public Utilities
Mr. Malakai Tadulala, Deputy Secretary for Transport and Energy
Mr. Filimone Waqabaca, Permanent Secretary for Finance
Mr. Vamarasi Kafoa, Project Manager, SEFP
Amendment to the Global Environment Facility Grant Agreement
for the Sustainable Energy Financing Program
(GEF Grant Number TF090429 and TF058284)

1. Amendments to Schedule 1

1.1 Sub-paragraph (d) of Part 2 Technical Assistance, Market Incentives and Communications is deleted and the remaining sub-paragraphs are renumbered.

1.2 Sub-paragraph (a) of Part 4 Management, Monitoring and Evaluation is amended to read as follows:

“(a) Providing each Executive Agency with the services of a Management Contractor to manage Parts 1(b) and 2 of the Program and to monitor and evaluate the Program during Phases 1 and 2 of the Program.”

1.3 Sub-paragraph (b) Part 4 Management, Monitoring and Evaluation is amended to add item (iv) so as to read as follows:

“(b) Providing the Executive Agencies through Department of Energy of the Republic of Fiji as the Regional Executive Agency, with the services of the Regional Management Contractor to promote regional coordination of Program activities by managing: (i) the activities described in sub-paragraph (a) above to be carried out on a regional basis in Fiji, the Solomon Islands, the Independent State of Papua New Guinea, the Republic of the Marshall Islands and Vanuatu during Phase 2 of the Program; (ii) the activities under Part 3 of the Program on a regional basis during Phase 1 and Phase 2 of the Program; (iii) the Regional Review on a regional basis during Phase 1 and Phase 2 of the Program; and (iv) audit of the Program in the Independent State of Papua New Guinea for the years 2009, 2010, 2011 and any later years, in accordance with the terms of reference agreed with the World Bank.”

2. Amendments to Schedule 2

2.1 Paragraph 1 of Section I. D Implementation of Parts 2, 3 and 4 of the Program is amended so as to read as follows:

“The Recipient shall prepare, in consultation with the Regional Management Contractor, not later than November 30 in each year, commencing November 30, 2009 and until the end of the Commitment Period the terms of reference and a work plan for the upcoming year of implementation for each of (a) Part 2 of the Project (Technical Assistance, Market Incentives and Communications); (b) Part 3 of the Project (Borrower Participant Monitoring); and (c) Part 4 of the Project (Management, Monitoring and Evaluation), including a specific terms of reference and work plan for the upcoming year of implementation of Regional Technical Assistance Activities.”
2.2 Paragraph 2 of Section I. D Implementation of Parts 2, 3 and 4 of the Program is deleted and the following paragraphs are renumbered.

2.3 Sub-paragraph 1(a) of Section II. A Project Reports; Completion Report is amended to read as follows:

"The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions until the end of the Commitment Period (or such later date as the World Bank and the Recipient may otherwise agree) and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not less than one month after the end of the period covered by such report."

2.4 Paragraph 2 of Section I. A Project Reports; Completion Report is amended to read as follows:

"The Recipient shall procure a specialist acceptable to the World Bank to conduct a Regional Review at the end of the second and fourth years of Project implementation. The first such mid-term review shall be conducted not later than the second anniversary of this Agreement and shall evaluate, among other things, whether there is a need for expansion of the RSF to include other forms of financing. The second such review shall be conducted not later than the sixth anniversary of this Agreement (or such later date as the Recipient and the World Bank may otherwise agree) and shall evaluate, among other things, the options for: the continuation of the RSF beyond December 31, 2017, winding up the RSF and returning the remaining funds to the World Bank, or using the remaining funds for other purposes in line with the objective of the Program and acceptable to the World Bank. The Recipient shall provide a draft each mid-term review to the World Bank for review and comments and shall incorporate the World Bank's comments in the final mid-term review. The final resolution on the options presented by such review shall be subject to the agreement of the World Bank."

2.5 Sub-paragraph 1(b) of Section IV. B Withdrawal Conditions; Withdrawal Period is deleted and the following sub-paragraphs are renumbered.

2.5 Sub-paragraph 2(b)(ii) of Attachment III to Schedule 2 is amended to read as follows:

"(ii) The Covered Loan shall be repayable over a period of up to five (5) years for a Participating Individual Borrower, and up to seven (7) years for an MSE Borrower (provided that the Guarantee does not exceed the lesser of seven (7) years or the number of years remaining between the date of the Guarantee and the Closing Date, such that no Guarantee will be issued for a Covered Loan beyond the Closing Date of 30 December, 2017)."

3. Amendments to the Appendix

3.1 Paragraph 12 is amended so as to read as follows:
“12. “Commitment Period” means the period that commences on the date of the Bark-Fund Manager Grant Agreement and ends on 30 June, 2017 during which period the Fund Manager may issue Guarantees.”

3.2 Paragraph 25 is deleted and the remaining paragraphs are renumbered.

3.3 Paragraph 35 is amended so as to read as follows:

“34. “Phase 2” means from year four (4) until the end of the Commitment Period, or such later date as agreed between the Recipient and the World Bank.”