Mr. Evren Dilekli  
Acting Director General  
Undersecretariat of Treasury  
Inonu Bulvari No. 36 Emek  
06510 Ankara  
Turkey  

Re: Loan No. 7957-TU  
Energy Community of South East Europe Program  
(TURKEY COMPONENT – THIRD TEIA$ PROJECT)  
Amendments to the Loan Agreement  

Dear Mr. Dilekli:

We refer to the Loan Agreement between the Republic of Turkey ("Borrower") and the International Bank for Reconstruction and Development ("Bank") ("the Loan Agreement") and the Project Agreement between the Bank and Türkiye Elektrik Iletim A.S. ("Project Implementing Entity") ("Project Agreement"), both dated October 4, 2010, for the Energy Community of South East Europe Program (TURKEY COMPONENT – THIRD TEIA$ PROJECT) ("Project"). We also refer to the letter from Ms. S. Elvan Ongun Esen, Acting Deputy Director General of the Undersecretariat of Treasury dated April 17, 2013, referring to, and endorsing, the Project Implementing Entity’s request to the Bank to apply the Bank’s 2011 procurement and consultant Guidelines for procurements initiated on or after March 15, 2013, under the Project.

We are pleased to inform you that the Bank hereby agrees to your request. Accordingly, the Loan Agreement is hereby amended as follows:

1. Section III.A of Schedule 2 amended to read as follows:

"Section III. Procurement

A. General


(a) All goods required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006 and May 2010, and with the provisions of this Section.

(b) Notwithstanding the provisions in paragraph 1(a) above, all goods required for the Project under all contracts: (i) for which the invitation to bid or the quote requested for such goods is issued on or after March 15, 2013; and (ii) which are to be financed out of the proceeds of the Loan,
shall be procured in accordance with the requirements set forth or referred to in Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011, and with the provisions of this Section.

2. **Consultants’ Services.**

(a) All consultants’ services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006 and May 2010 and with the provisions of this Section.

(b) Notwithstanding the provisions in paragraph 2(a) above, all consultants’ services required for the Project under all contracts: (i) for which the invitation to bid or the request for proposals for such service is issued on or after March 15, 2013; and (ii) which are to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.”

Except as specifically amended herein, all other provisions of the Loan Agreement remain in full force and effect.

Please confirm the agreement of the Borrower to the amendments set out above by countersigning and dating both copies of this amendment letter and returning one countersigned copy to us. Upon receipt by the Bank of the copy of this amendment letter duly countersigned by the authorized representative of the Borrower, said amendments shall become effective as of the date of countersignature of this amendment letter.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By: 

Martin Raiser
Director
Turkey Country Unit
Europe and Central Asia Region
AGREED:

REPUBLIC OF TURKEY

By:  Ş. Elvan ONGUN ESEN
     Acting Deputy Director General

Name:  Ş. Elvan ONGUN ESEN

Title:  Acting Deputy Director General

Date:  12 JUL 2013