

29 September 2011

Mr. Safarali M. Najmuddinov  
Minister of Finance  
3, Ac. Rajabovs Street  
734025 Dushanbe, Tajikistan

Dear Mr. Najmuddinov:

Subject: **G0154-TAJ: Dushanbe-Kyrgyz Border Road Rehabilitation Project, Phase II (Supplementary)**  
**—Amendment to the Grant Agreement**

1. We refer to the Grant Agreement for the Dushanbe-Kyrgyz Border Road Rehabilitation Project, Phase II (Supplementary) (Project) dated 7 August 2009, as amended, between the Republic of Tajikistan (the Beneficiary) and the Asian Development Bank (ADB).

2. As requested by the Beneficiary, ADB approved a minor change in scope and reallocation of grant proceeds to substitute civil works on the border road section near Karamyk with procurement of road maintenance machinery. To reflect these change, we propose to amend the Grant Agreement as set forth below:

A. In Section 1.02, a new clause (d) shall be inserted as follows (with the subsequent clauses renumbered alphabetically):

“(d) “Goods” means equipment and materials to be financed out of the proceeds of the Grant, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;”

B. In Section 3.04 and in sub-Section 3.04(b), before the word “Works”, the word “Goods,” shall be inserted;

C. In sub-Section 3.04(a), before the word “Works”, the following phrase shall be inserted: “Goods which are produced in and supplied from and”;

D. Paragraph 2(f) of Schedule 1 shall be deleted and the following shall be substituted therefor:

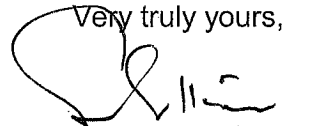
“(f) provision of specialized road maintenance equipment and machinery for road sections near Karamyk, and”;

- E. The Table in the Attachment to Schedule 2 shall be deleted and the Table attached hereto shall be substituted therefor;
- F. In the heading of Schedule 3, before the word "Works", the word "Goods," shall be inserted;
- G. In Schedule 3: in the sub-heading of Section B, in paragraph 3, and in sub-paragraphs 8(a) and 8(b), before the word "Works", the words "Goods and" shall be inserted;
- H. In sub-paragraph 8(b) of Schedule 3, after the words "the contractor", the words "or supplier" shall be inserted; and
- I. In paragraph 10 of Schedule 3, before the word "Works", the word "Goods," shall be inserted.

3. Please indicate the agreement of the Beneficiary to the proposed amendment by counter-signing two originals of this letter, as indicated below. Please return one copy of the counter-signed letter to my attention. The Financing Agreement shall be considered amended in accordance with this letter, as of the date of the receipt of the signed counterpart of this letter by ADB.

4. Please be advised that according to the ADB's Public Communications Policy (PCP) on disclosure and exchange of information, any amendments to the Financing Agreement will automatically be publicly disclosed within two weeks after their effectiveness, unless ADB is advised by return mail that the amendments contain any information or data of a sensitive or confidential nature falling under the PCP exceptions.

Very truly yours,



*JM*  
\_\_\_\_\_  
Juan Miranda  
Director General  
Central and West Asia Regional  
Department

Attachment: Revised Attachment to Schedule 2

Agree to the amendment to the Grant Agreement (No.0154-TAJ[SF]) as set forth in this letter and confirm that such amendment does not contain any information or data of a sensitive or confidential nature falling under the PCP exceptions:

REPUBLIC OF TAJIKISTAN

By: \_\_\_\_\_



Name: Safarali Najmiddinov

Title: Minister of Finance

Date: October 13, 2011

## Attachment to Schedule 2

TABLE

<b>ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS (Dushanbe-Kyrgyz Border Road Rehabilitation Project, Phase II - Supplementary)</b>			
<b>CATEGORY</b>			<b>ADB FINANCING</b>
<b>Number</b>	<b>Item</b>	<b>Amount Allocated</b>	<b>Percentage and Basis for Withdrawals from the Grant Account</b>
		<b>Category</b>	
1	Works	16,000,000	100% of total expenditure claimed*
2	Consulting Services	1,000,000	100% of total expenditure claimed*
3	Goods	1,800,000	100% of total expenditure claimed*
4	Contingencies	1,200,000	
	<b>Total</b>	<b>20,000,000</b>	

\* Exclusive of taxes and duties imposed within the territory of the Beneficiary.