



CAMBODIA RESIDENT MISSION

ការយល់យល់ដឹង ក្រ.សហវ

មកដល់ថ្ងៃទី ២៦ ខែ ៧ ឆ្នាំ ២០២១ ម៉ោង ១០ ព្រឹក

លេខ: ៣១៦៧៧ សហវ

អ្នកទទួល: ហត្ថលេខា

អ្នកប្រគល់: ហត្ថលេខា

ប្រភេទ: ឯកសារ

Done

26 July 2021

211 04657

H.E. Dr. Aun Ponnmoniroth
 Deputy Prime Minister
 Minister of Economy and Finance
 Royal Government of Cambodia

ឧទ្ធរាជ្យ ក.ស.ហ.វ.

លេខ: ២១០៥៣២

ថ្ងៃទី ០២ ខែ ០៧ ឆ្នាំ ២០២១

អ្នកប្រគល់:

Dear Excellency:

**Subject: Loan No. 3314-CAM(SF): Second Greater Mekong Subregion Corridor
 Towns Development Project
 — Amendments to Loan Agreement**

We refer to the Loan Agreement dated 22 December 2015 between Kingdom of Cambodia ("Borrower") and Asian Development Bank ("ADB") for the captioned project ("Loan Agreement"). All capitalized terms used but not defined herein shall have the meaning given thereto in the Loan Agreement, unless the context requires otherwise.

Following a request from the Borrower dated 16 October 2019, ADB approved, on 12 July 2021, changes in the Project concerning its scope, implementation arrangements and reallocation of loan proceeds. To give effect to the changes, ADB proposes that the Loan Agreement be amended as set out in the attachment hereto.

Save and except to the extent set out in the attachment hereto, the Loan Agreement remains unchanged.

Pursuant to ADB's Access to Information Policy (2018) ("AIP"), the amendments to the Loan Agreement will be posted on ADB's website within 2 weeks from the date that the amendments become effective, after removing any information that falls within the AIP exceptions as specified by the Borrower.


Please indicate the Borrower's concurrence to the amendments set out in the attachment hereto and to the terms of this letter agreement by countersigning each of the two original of this letter agreement in the space indicated below. Please retain one signed original of this letter agreement for your records and return the other to ADB.

The proposed amendments shall take effect on the date of receipt by ADB of a signed original of this letter agreement.

ASIAN DEVELOPMENT BANK
 CAMBODIA RESIDENT MISSION
 29 Suramarit Blvd. (268/19)
 Sangkat Chaktomuk, Khan Daun Penh
 P.O. Box 2436, Phnom Penh, Cambodia
 Tel +855 23 973 200
 Fax +855 973 500
 www.adb.org/cambodia

ASIAN DEVELOPMENT BANK
RECEIVED
 09 SEP 2021
 CAMBODIA RESIDENT MISSION

Yours sincerely,



Anthony Robert Gill
Officer-In-Charge
Cambodia Resident Mission

Mr. Gill

A. Accepted and agreed.

B. Confirmed that the amendment to the Loan Agreement does not contain information falling within the AIP exceptions.

For and on behalf of
KINGDOM OF CAMBODIA



AUN PORN MONIROTH, Ph.D

Name: _____

Designation: _____
Deputy Prime Minister
Minister of Economy and Finance

Date: 04 September 2021

- cc: H.E. Vongsey Vissoth, Minister Attached to the Prime Minister, Permanent Secretary of State, MEF
H.E. Hem Vandy, Secretary of State, MEF
H.E. Vong Pisith, Under Secretary of State, MPWT
H.E. Pen Thirong, Under Secretary of State, MEF
H.E. Chhuon Samrith, Director General, GDICDM, MEF
Mr. Yi Sokthearith, Deputy Director General, GDICDM, MEF
Mr. Houll Bonnaroth, Director, DMC, GDICDM, MEF
Mr. Non Wattanak, Deputy Director, DMC, GDICDM, MEF
Mrs. Veng Youim, Chief, Office of Multilateral Cooperation 1, DMC, GDICDM, MEF
Srinivas Sampath, Director, Urban Development and Water Division, ADB-SERD
Sunniya Durrani-Jamal, Country Director, ADB-CARM
David Freedman, Country Economist, ADB-CARM
Wei Kim Swain, Urban Development Specialist, ADB-SERD

Handwritten mark

**Loan No. 3314-CAM:
Second Greater Mekong Subregion Corridor Towns Development Project**

Amendments to Loan Agreement

1. Section 1.02(o) referring to P-DPWT (Sihanoukville) shall be deleted.
2. Section 1.02(u) shall be revised to read as follows:

"Project Implementing Agency' means P-DWPT (Kampot), or any successor thereto acceptable to ADB, which is responsible for, among other things, implementing the business plan referred to in paragraph 15 of Schedule 5 to this Loan Agreement;"
3. Section 3.06 of the Loan Agreement shall be revised to read as follows:

"The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be December 31, 2023 or such other date as may from time to time be agreed between the Borrower and ADB."
4. Paragraph 1, Schedule 1 shall be revised to read as follows:

"The objective of the Project is improved urban services in the town of Kampot, Kingdom of Cambodia."
5. Paragraph 2, Schedule 1 shall be revised to read as follows:

"The Project shall comprise:

(a) Construction of a new wastewater treatment plant and wastewater collection system in Kampot;

(b) Construction of a new managed landfill in Kampot; and

(c) Construction of primary storm water drains in priority urban areas in Kampot."
6. Paragraph 4, Schedule 1 shall be revised to read as follows:

"The Project is expected to be completed by June 30, 2023."
7. Attachment to Schedule 3 shall be revised to read as follows:

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Second Greater Mekong Subregion Corridor Towns Development Project)			
Number	Item	Total Amount Allocated for ADB Financing (SDR)	Basis for Withdrawal from the Loan Account
1	Works**	17,824,066	100% of total expenditure claimed*
2	Equipment and Materials**	390,000	100% of total expenditure claimed*
3	Project Implementation and Capacity Building**	2,584,342	100% of total expenditure claimed*
4	Other Incremental Administration Cost**	467,336	100% of total expenditure claimed
5	Interest Charge	601,000	100% of amounts due
6	Unallocated	1,513,256	
	Total	23,380,000	

* Exclusive of taxes and duties imposed within the territory of the Borrower.

** Subject to condition for withdrawal in Schedule 3 Paragraph 5.

**Amendment to Loan Agreement ADB No. 3314-CAM (COL):
Second Urban Environmental Management in the Tonle Sap Basin Project**

Original Loan Agreement	Amendments to Loan Agreement
<p>1) Article I (Loan Regulations; Definition), Section 1.02(o):</p> <p>(o) "P-DPWT (Sihanoukville) means the provincial Department of Public Works and Transport for Sihanoukville Province;"</p>	<p>1) Article I (Loan Regulations; Definition), Section 1.02(o): referring to P-DPWT (Sihanoukville) shall be deleted.</p>
<p>2) Article I (Loan Regulations; Definition), Section 1.02(u):</p> <p>(u) "Project Implementing Agency" means either P-DWPT (Kampot) or PDPWT (Sihanoukville), or, in each case, any successor thereto acceptable to ADB, which is responsible for, among other things, implementing the business plan referred to in paragraph 15 of Schedule 5 to this Loan Agreement;"</p>	<p>2) Article I (Loan Regulations; Definition), Section 1.02(u): shall be revised to read as follows:</p> <p>"Project Implementing Agency" means P-DWPT (Kampot), or any successor thereto acceptable to ADB, which is responsible for, among other things, implementing the business plan referred to in paragraph 15 of Schedule 5 to this Loan Agreement;"</p>
<p>3) Article 3 (Use of Proceeds of the Loan), Section 3.06:</p> <p>"The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be June 30, 2021 or such other date as may from time to time be agreed between the Borrower and ADB."</p>	<p>3) Article 3 (Use of Proceeds of the Loan), Section 3.06: shall be revised to read as follows:</p> <p>"The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be December 31, 2023 or such other date as may from time to time be agreed between the Borrower and ADB."</p>
<p>4) Schedule 1 (Description of the Project), paragraph 1:</p> <p>"The objective of the Project is improved urban services in the towns of Sihanoukville and Kampot, Kingdom of Cambodia."</p>	<p>4) Schedule 1 (Description of the Project), paragraph 1: shall be revised to read as follows:</p> <p>"The objective of the project is to improve urban services in the town of Kampot, Kingdom of Cambodia."</p>
<p>5) Schedule 1 (Description of the Project), paragraph 2:</p> <p>"The Project shall comprise:</p> <p>(a) Construction of a new wastewater treatment plant and wastewater collection system in Kampot ("Part 1");</p>	<p>5) Schedule 1 (Description of the Project), paragraph 2: shall be revised to read as follows:</p> <p>"The Project shall comprise:</p> <p>(a) Construction of a new wastewater treatment plant and wastewater collection system in Kampot;</p> <p>(b) Construction of new managed landfill in Kampot; and</p>

W. P.
g
✓
B

<p>(b) Closure of current dump site and construction of a new managed landfill in Kampot ("Part 2");</p> <p>(c) Construction of primary storm water drains in priority urban areas in Kampot ("Part 3");</p> <p>(d) Rehabilitation of existing dump site to a managed landfill in Sihanoukville ("Part 4"); and</p> <p>(e) Construction of primary storm water drains in priority urban areas in Sihanoukville ("Part 5")."</p>	<p>(c) Construction of primary storm water drains in priority urban areas in Kampot."</p>
<p>6) Schedule 1 (Description of the Project), Paragraph 4:</p> <p>"The Project is expected to be completed by December 31, 2020."</p>	<p>6) Schedule 1 (Description of the Project), paragraph 4: shall be revised to read as follows:</p> <p>"The Project is expected to be completed by June 30, 2023."</p>
<p>7) Attachment to Schedule 3:</p> <ul style="list-style-type: none"> • Category 1 (Works): \$15,714,000 • Category 2 (Equipment and Materials): \$ 390,000 • Category 3 (Project Implementation and Capacity Building): \$ 2,303,000 • Category 4 (Other Incremental Administration Cost): \$ 397,000 • Category 5 (Interest Charge): \$ 601,000 • Category 6 (Unallocated): \$ 1,513,256 • Category 6 (Unallocated): \$ 3,975,000 	<p>7) Attachment to Schedule 3: shall be revised to read as follows:</p> <ul style="list-style-type: none"> • Category 1 (Works): \$17,824,066 • Category 2 (Equipment and Materials): \$ 390,000 • Category 3 (Project Implementation and Capacity Building): \$ 2,584,342 • Category 4 (Other Incremental Administration Cost): \$ 467,336 • Category 5 (Interest Charge): \$ 601,000 • Category 6 (Unallocated): \$ 1,513,256 • Category 6 (Unallocated): \$ 772,132.89

V. H. J.

2