

Loan Contract 4549/OC-BH  
Amendment No. 1

**AMENDATORY CONTRACT**

AMENDATORY CONTRACT entered into between THE COMMONWEALTH OF THE BAHAMAS (the “Borrower”) and the INTER-AMERICAN DEVELOPMENT BANK (the “Bank”), and together with the Borrower, (the “Parties.”).

**ARTICLE ONE**

The Parties agree to amend Loan Contract No. 4549/OC-BH “Government Digital Transformation to Strengthen Competitiveness” (the “Contract”), entered into between the Borrower and the Bank on April 8, 2019, in the manner and to the extent set forth below.

1. Section 3.02 of the Special Conditions of the Contract is amended in its entirety to read as follows:

**“Special Disbursement.** Notwithstanding the conditions precedent stipulated in Section 3.01 of this Contract, upon fulfillment of the conditions precedent stipulated in Article 4.01 of the General Conditions, a special disbursement of up to two hundred thousand Dollars (US\$200,000) may be made to allow the Office of the Prime Minister to hire the core team of the PEU.”

2. Section 4.01 of the Special Conditions of the Contract is amended in its entirety to read as follows:

**“Executing Agency.** The Borrower, acting through the Office of the Prime Minister, shall be the Executing Agency of the Program.”

3. Section 5.01 of the Special Conditions of the Contract is amended in its entirety to read as follows:

**“Supervision of Program Execution.** For purposes of Article 7.02 of the General Conditions, the documents that, as of the date of signature of this Contract, have been identified as necessary to supervise in the execution of the Program are:

- (a) The AOP, which will be prepared by the Office of the Prime Minister, through the PEU, and submitted to the Bank each fiscal year of the execution of the Program, no later than December 5th of the year prior to its coverage. The first AOP will cover the

Program's first eighteen (18) months and shall be submitted within sixty (60) days after the entry into effect of this Contract. The AOP shall detail all the components' activities that will be developed during the Program's execution as well as the Program's projected financial resources and executing timetable, and will include: (i) the estimated budget of the Program; (ii) an updated Procurement Plan; (iii) the expected indicators for the Results Matrix; (iv) the planned activities; and (v) the schedule execution;

- (b) The PEP, which will be prepared by the Office of the Prime Minister, through the PEU pursuant to the POM, and submitted to the Bank, within sixty (60) days after the entry into effect of this Contract;
- (c) The semi-annual PPR, which will be prepared by the Office of the Prime Minister, through the PEU, and submitted to the Bank within sixty (60) days following the end of each Semester. Such report shall include, at a minimum, the following: (i) narrative description of activities, procurement processes and implementation issues for the reported period; (ii) Results Matrix indicator update; (iii) statement of costs by component activities as well as Results Matrix indicator; and (iv) identification of implementation risks and/or events and mitigation measures; and
- (d) The non-audited financial reports, which will be prepared by the Office of the Prime Minister, through the PEU. Such reports will detail the activities financed during the preceding six (6) month period for the components of the Program and they shall be submitted to the Bank within sixty (60) days after the last day of the corresponding period."

4. Section 4.01 of the Annex of the Contract is amended in its entirety to read as follows:

"The Executing Agency of the Program will be the Office of the Prime Minister. The Office of the Prime Minister will establish a PEU within the Modernization Unit. The Modernization Unit has the mandate to coordinate ICT initiatives across the government and provide IT services to several government branches."

## **ARTICLE TWO**

The Parties agree that this Amendatory Contract shall enter into force from the date of signature by the representative of the Borrower.

**ARTICLE THREE**

The Parties hereby ratify that all other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Borrower and the Bank, each acting through its authorized representative, have signed this Amendatory Contract in two (2) equally valid copies and will enter into effect on the date of its signature by the Borrower.

THE COMMONWEALTH OF THE  
BAHAMAS

INTER-AMERICAN DEVELOPMENT  
BANK

/s/

/s/

\_\_\_\_\_  
The Hon. Kevin Peter Turnquest  
Deputy Prime Minister & Minister of Finance

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Daniela Carrera-Marquis  
Representative of the Bank in The Bahamas

Place: Nassau, Bahamas

Place: Nassau, Bahamas

Date: June 26, 2019

Date: June 24, 2019