
Contrato de Empréstimo 4444/OC-BR
Alteração No. 1

INSTRUMENTO DE ALTERAÇÃO CONTRATUAL

entre o

BANCO INTERAMERICANO DE DESENVOLVIMENTO

e o

MUNICÍPIO DE JOÃO PESSOA

com garantia da

REPÚBLICA FEDERATIVA DO BRASIL

Programa de Desenvolvimento Urbano Integrado e Sustentável do Município de João Pessoa
(Programa João Pessoa Sustentável – Autorizado pela Lei Municipal Nº 13.138 de 30 de
dezembro de 2015)

INSTRUMENTO DE ALTERAÇÃO CONTRATUAL

INSTRUMENTO DE ALTERAÇÃO CONTRATUAL celebrado entre o BANCO INTERAMERICANO DE DESENVOLVIMENTO (a seguir denominado “Banco”) e o MUNICÍPIO DE JOÃO PESSOA (a seguir denominado “Mutuário”), com a interveniência da REPÚBLICA FEDERATIVA DO BRASIL (a seguir denominada “Fiador”).

ARTIGO PRIMEIRO

Ficam introduzidas as seguintes modificações no Contrato de Empréstimo 4444/OC-BR (a seguir denominado “Contrato”), celebrado no dia 20 de dezembro de 2018, entre o Banco e o Mutuário, relativo à cooperação na execução do Programa de Desenvolvimento Urbano Integrado e Sustentável do Município de João Pessoa (Programa João Pessoa Sustentável) (a seguir denominado “Programa”):

1. O texto da Cláusula 2.04 das Disposições Especiais do Contrato, passa a vigorar com a seguinte redação:

“**CLÁUSULA 2.04. Prazo para desembolsos.** O Prazo Original de Desembolsos será até 20 de junho de 2026. Qualquer prorrogação deste prazo deverá contar com a anuência do Fiador e estará sujeita ao previsto no Artigo 3.02(g) das Normas Gerais.”

2. O texto da Cláusula 4.01 das Disposições Especiais do Contrato passa a vigorar com a seguinte redação:

“**CLÁUSULA 4.01. Contrapartida Local.** (a) Para os efeitos do estabelecido no Artigo 6.02 das Normas Gerais, estima-se o montante da Contrapartida Local em US\$ 59.400.000 (cinquenta e nove milhões e quatrocentos mil Dólares).”

(b) O Banco poderá reconhecer, como parte dos recursos da Contrapartida Local, despesas que: (i) sejam necessárias para o Programa e que estejam em consonância com seus objetivos; (ii) sejam efetuadas de acordo com as disposições deste Contrato e com as políticas do Banco; (iii) sejam adequadamente registradas e respaldadas nos sistemas do Mutuário ou do Órgão Executor; (iv) tenham sido efetuadas após 13 de dezembro de 2017 e antes do vencimento do Prazo Original de Desembolsos ou suas prorrogações; e (v) em matéria de aquisições, sejam de qualidade satisfatória e compatível com o estabelecido no Programa, entregues ou terminadas oportunamente e tenham um preço que não afete desfavoravelmente a viabilidade econômica e financeira do Programa.

(c) Sem prejuízo do disposto no inciso (b) anterior, o Banco poderá também reconhecer, como parte dos recursos da Contrapartida Local, despesas que tenham sido efetuadas entre 13 de junho de 2016 e 13 de dezembro de 2017, para 4 (quatro) conjuntos habitacionais (Colinas de Gramame, São José, Saturnino de Brito e Vista Alegre), até o equivalente a US\$ 32.600.000,00 (trinta e dois milhões e seiscentos mil Dólares), que resultem de condições substancialmente análogas às estabelecidas neste Contrato; e, em matéria de aquisições, sejam

de qualidade satisfatória e compatível com o estabelecido no Programa, entregues ou terminadas oportunamente e tenham um preço que não afete desfavoravelmente a viabilidade econômica e financeira do Programa.”

3. O texto do parágrafo 2.05 do Anexo Único do Contrato passa a vigorar com a seguinte redação:

“2.05 Subcomponente 3. Melhoramento do Habitat em Assentamentos Irregulares Vulneráveis. Será financiada a realocização de famílias em situação de risco em assentamentos irregulares do Complexo Beira Rio (CBR), selecionados por sua situação de vulnerabilidade. No CBR serão financiadas, entre outras, as seguintes atividades: (i) projeto urbanístico integral da área; (ii) reassentamento de aproximadamente 840 famílias que vivem em zonas de risco, incluindo desapropriação de áreas para construção de cerca de 675 habitações; (iii) implementação de obras de infraestrutura e/ou equipamento urbano em áreas selecionadas; (iv) elaboração e implementação de um plano de acompanhamento sócio-econômico para as famílias beneficiadas, incluindo a criação de um Escritório Local de Gestão (ELO); e (v) regularização cadastral e titulação de propriedades. Em relação ao Complexo Via Férrea (CVF), será realizada a recuperação socioambiental do antigo lixão municipal.”

4. O quadro de custos do Anexo Único do Contrato passa a vigorar com a seguinte redação:

**Custo e financiamento
(em milhares de US\$)**

Componentes/Subcomponentes	Banco	Contrapartida Local	Total
Componentes de Investimento	89.966	57.477	147.443
Componente I. Desenvolvimento Urbano Sustentável e Gestão da Cidade	65.111	57.477	122.588
Componente II. Fortalecimento da Gestão Pública Municipal	24.855	0	24.855
Gestão Administrativa do Programa	10.034	1.923	11.957
UEP e Auditoria	7.653	1.923	9.576
Monitoramento e Avaliação	469	0	469
Programas do MGAS	1.912	0	1.912
Total	100.000	59.400	159.400

ARTIGO SEGUNDO

Ratificam-se as demais disposições do Contrato de Empréstimo N° 4444/OC-BR, com o texto resultante das alterações que constam no Artigo Primeiro deste Instrumento de Alteração Contratual.

ARTIGO TERCEIRO

O Fiador manifesta expressamente sua integral concordância com todas as disposições deste Instrumento de Alteração Contratual.

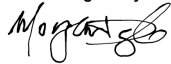
EM TESTEMUNHO DO QUE, o Banco, o Mutuário e o Fiador, cada qual agindo por intermédio do seu representante devidamente autorizado, firmam este Instrumento de Alteração Contratual, o qual entrará em vigor na data da última das três assinaturas conforme indicado abaixo.

MUNICÍPIO DE JOÃO PESSOA

BANCO INTERAMERICANO
DE DESENVOLVIMENTO

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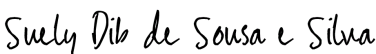
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Cícero de Lucena Filho
Prefeito

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Morgan Doyle
Representante no Brasil

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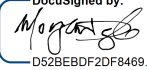
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Morgan Doyle - Representante do BID
MORGAND@iadb.org
Representante
Inter-American Development Bank
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chefia@pre05@gmail.com
Security Level: Email, Account Authentication (None)

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Suely Dib de Sousa e Silva
suely.silva@pgfn.gov.br
Attorney of the National Treasury
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Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

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