No. 7014

INTERNATIONAL DEVELOPMENT ASSOCIATION and INDIA

Development Credit Agreement—Kotbagudem Power Project (with related letter, annexed Development Credit Regulations No. 1 and Project Agreement between the Association and the State of Andhra Pradesh). Signed at Washington, on 24 May 1963

Official text: English.

Registered by the International Development Association on 12 December 1963.

ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT

et

INDE

Contrat de crédit de développement — Projet relatif à l'énergie électrique — Kotbagudem (avec lettre y relative et, en annexe, le Règlement n° 1 sur les crédits de développement et le Contrat relatif au Projet entre l'Association et l'État d'Andhra Pradesh). Signé à Washington, le 24 mai 1963

Texte officiel anglais.

Enregistré par l'Association internationale de développement le 12 décembre 1963.

No. 7014. DEVELOPMENT CREDIT **AGREEMENT** (KOTHAGUDEM POWER PROJECT) BETWEEN INTERNATIONAL DEVELOPMENT INDIA AND THE ASSOCIATION. SIGNED AT WASHINGTON, ON 24 MAY 1963

AGREEMENT, dated May 24, 1963, between INDIA, acting by its President (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIA-TION (hereinafter called the Association).

WHEREAS the Borrower and the State of Andhra Pradesh have requested the Association to assist in the financing of the Project hereinafter more particularly described,

WHEREAS the State of Andhra Pradesh will, with the Borrower's assistance, cause the Project to be carried out and, as part of such assistance, the Borrower will make available to the State of Andhra Pradesh the proceeds of the development credit provided for herein; and

WHEREAS the Association is willing to make a development credit available on the terms and conditions provided herein and in a project agreement² of even date herewith between the State of Andhra Pradesh and the Association;

Now THEREFORE the parties hereto hereby agree as follows :

Article I

CREDIT REGULATIONS; SPECIAL DEFINITIONS

Section 1.01. The parties to this Agreement accept all the provisions of Development Credit Regulations No. 1 of the Association dated June 1, 1961,² with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications thereof (said Development Credit Regulations No. 1 as so modified being hereinafter called the Regulations):

(a) Section 6.02 is amended by inserting the words "or the Project Agreement" after the words "the Development Credit Agreement".

¹ Came into force on 3 July 1963, upon notification by the Association to the Government of India. ^{*} See p. 222 of this volume.

(b) Paragraph 5 of Section 9.01 is amended to read as follows :

"5. The term 'Borrower' means India, acting by its President."

(c) For the purposes of this Agreement the term "goods" as defined in paragraph 10 of Section 9.01 shall include any other property required for the Project.

Section 1.02. Unless the context otherwise requires, the following terms wherever used in this Agreement or the Regulations shall have the following meanings. :

(a) "Electricity Board" means Andhra Pradesh State Electricity Board, a body corporate organized and existing under the Electricity (Supply) Act, 1948 (LIV of 1948), of India, or any successor thereof.

(b) "Andhra Pradesh " means the State of Andhra Pradesh, a state of India, or any successor thereof.

(c) "Project Agreement" means the Project Agreement (Kothagudem Power Project) of even date herewith between Andhra Pradesh and the Association and shall include any amendments made by agreement between Andhra Pradesh and the Association.

Article II

THE CREDIT

Section 2.01. The Association agrees to make available to the Borrower, on the terms and conditions in this Agreement set forth or referred to, a development credit in an amount in various currencies equivalent to twenty million dollars (\$20,000,000).

Section 2.02. The Association shall open a Credit Account on its books in the name of the Borrower and shall credit to such Credit Account the amount of the Credit. The amount of the Credit may be withdrawn from the Credit Account as provided in, and subject to the rights of cancellation and suspension set forth in, this Agreement and the Regulations.

Section 2.03. Except as the Borrower and the Association shall otherwise agree, the Borrower shall be entitled, subject to the provisions of this Agreement and the Regulations, to withdraw from the Credit Account: (a) such amounts as shall have been expended (other than expenditures in currency of the Borrower) for the reasonable cost of goods to be financed out of the proceeds of the Credit, and, if the Association shall so agree, such amounts as shall be required by the Borrower to meet payments to be made for the reasonable cost of the foregoing; and (b) the equivalent of a percentage to be established from

time to time by agreement between the Borrower and the Association of such amounts as shall have been paid in currency of the Borrower for the reasonable cost of civil works required for carrying out the Project.

Section 2.04. (a) Withdrawals from the Credit Account shall be in such currency or currencies as the Association shall from time to time select.

(b) Except as the Association shall otherwise agree, no withdrawals shall be made on account of expenditures prior to April 1, 1963.

Section 2.05 The Borrower shall pay to the Association a service charge at the rate of three-fourths of one per cent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time. The Borrower shall also pay to the Association a service charge at the same rate on the principal amount outstanding of any special commitment entered into by the Association pursuant to Section 4.02 of the Regulations.

Section 2.06. Service charges shall be paid semi-annually on June 1 and December 1 in each year.

Section 2.07. The Borrower shall repay the principal of the Credit withdrawn from the Credit Account in semi-annual instalments payable on each June 1 and December 1 commencing December 1, 1973 and ending June 1, 2013, each instalment to and including the instalment payable on June 1, 1983 to be one-half of one per cent (1/2 of 1%) of such principal amount, and each instalment thereafter to be one and one-half per cent $(1^1/2\%)$ of such principal amount.

Article III

Use of Proceeds of the Credit

Section 3.01. The Borrower shall cause the proceeds of the Credit to be applied exclusively to financing the cost of goods required to carry out the Project described in the Schedule¹ to this Agreement. The specific goods to be financed out of the proceeds of the Credit and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Association, subject to modification by further agreement between them.

Section 3.02. Except as the Borrower and the Association shall otherwise agree, the Borrower shall cause all goods financed out of the proceeds of the Credit to be used in the territories of the Borrower exclusively in the carrying out and operation of the Project.

¹See p. 218 of this volume.

Article IV

PARTICULAR COVENANTS

Section 4.01. (a) The Borrower shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering and financial practices.

(b) The Borrower shall take or cause to be taken all action which shall be necessary on its part to enable Andhra Pradesh to perform all the covenants and agreements on the part of Andhra Pradesh to be performed as set forth in the Project Agreement and shall not take, or permit any agency of the Borrower to take, any action that would prevent or interfere with the performance by Andhra Pradesh of such covenants and agreements.

(c) The Borrower shall at all times make or cause to be made available to Andhra Pradesh, promptly as needed, all sums which shall be required for the carrying out of the Project, all such sums to be made available on terms and conditions satisfactory to the Borrower and the Association.

Section 4.02. (a) The Borrower and the Association shall cooperate fully to assure that the purposes of the Credit will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Credit. On the part of the Borrower, such information shall include information with respect to financial and economic conditions in the territories of the Borrower and the international balance of payments position of the Borrower.

(b) The Borrower and the Association shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Credit and the maintenance of the service thereof. The Borrower shall promptly inform the Association of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Credit or the maintenance of the service thereof.

(c) The Borrower shall afford all reasonable opportunity for accredited representatives of the Association to visit any part of the territories of the Borrower for purposes related to the Credit.

Section 4.03. The principal of, and service charges on, the Credit shall be paid without deduction for, and free from, any taxes, and free from all restrictions, imposed under the laws of the Borrower or laws in effect in its territories.

Section 4.04. This Agreement and the Project Agreement shall be free from any taxes that shall be imposed under the laws of the Borrower or laws in effect in its territories on or in connection with the execution, delivery or registration thereof.

Article V

REMEDIES OF THE ASSOCIATION

Section 5.01. (i) If any event specified in paragraph (a) or paragraph (c) of Section 5.02 of the Regulations shall occur and shall continue for a period of thirty days, or (ii) if any event specified in paragraph (b) of Section 5.02 of the Regulations or in Section 5.02 of this Agreement shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Association to the Borrower, then at any subsequent time during the continuance thereof the Association, at its option, may declare the principal of the Credit then outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

Section 5.02. For the purposes of Section 5.02 of the Regulations, the following additional event is specified : a default shall have occured in the performance of any covenant or agreement of Andhra Pradesh under the Project Agreement.

Article VI

EFFECTIVE DATE; TERMINATION

Section 6.01. The following events are specified for the purposes of Section 8.01 (b) of the Regulations :

(a) The execution and delivery of the Project Agreement on behalf of Andhra Pradesh have been duly authorized or ratified by all necessary governmental action.

(b) Except as the Association may otherwise agree, all necessary acts, consents and approvals to be performed or given by the Borrower and Andhra Pradesh or otherwise in order to authorize the construction of the Project, with all necessary powers and rights in connection therewith, have been performed or given.

Section 6.02. The following are specified as additional matters, within the meaning of Section 8.02 (b) of the Regulations, to be included in the opinion or opinions to be furnished to the Association :

(a) that the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, Andhra Pradesh and constitutes a valid and binding obligation of Andhra Pradesh in accordance with its terms; and

(b) that all acts, consents and approvals of the Borrower and Andhra Pradesh or otherwise to be performed or given in order to authorize the construction of the Project, with all necessary powers and rights in connection therewith, have been duly and validly performed or given.

Section 6.03. A date ninety days after the date of this Agreement is hereby specified for the purposes of Section 8.04 of the Regulations.

Article VII

MISCELLANEOUS

Section 7.01. The Closing Date shall be June 30, 1967, or such other date or dates as may from time to time be agreed between the Borrower and the Association.

Section 7.02. The following addresses are specified for the purposes of Section 7.01 of the Regulations :

For the Borrower:

The Secretary, Ministry of Finance of India Department of Economic Affairs New Delhi, India

Alternative address for cablegrams and radiograms :

Ecofairs New Delhi

For the Association :

International Development Association 1818 H Street, N.W. Washington 25, D.C. United States of America

Alternative address for cablegrams and radiograms :

Indevas Washington, D.C.

Section 7.03 A Secretary to the Government of India in the Ministry of Finance is designated for the purposes of Section 7.03 of the Regulations.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Development Credit Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

> India : By B. K. Nehru Authorized Representative

International Development Association : By George D. WOODS President

SCHEDULE

DESCRIPTION OF THE PROJECT

The Project is designed to add 120 Megawatts of electricity to the existing power system of the Andhra Pradesh State Electricity Board. It consists mainly of the following parts :

1. Power Station

A steam power station will be constructed near the town of Kothagudem in Andhra Pradesh. It will be equipped initially with two hydrogen-cooled turbine-generator sets of 60 Megawatts nominal, continuous rating designed to operate at 50 cycles with steam pressure at 1,250 pounds per square inch and steam temperature at 950° F and two pulverized-coal-fired boilers, each rated at 560,000 pounds per hour, installed in an out-door type construction. Two main transformers, which will step up the generator voltage to 132 kV, will be installed at the out-door switchyard. Two auto-transformers will also be installed to step up the 132 kV voltage further to 220 kV for connection with the proposed 220 kV trunk transmission line of the Andhra Pradesh system. Several components of the station will be designed for a capacity of 240 Megawatts. An aerial ropeway about 6 miles long will be constructed for transportation of coal from nearby collieries. Cooling towers will be provided.

2. Kinnerasani Dam

An earth dam on the Kinnerasani River with an initial height of about 96 feet will be constructed to supply cooling water to the plant. A canal about 6 miles long will conduct the water to the cooling towers. The work on the dam will be done by the Irrigation Branch of the Public Works Department of Andhra Pradesh.

3. Transmission Facilities

A double-circuit 132 kV transmission line will be constructed to connect the Kothagudem Power Station with the Ramagundam Thermal Station via Warangal, a distance of about 150 miles. The substations at Ramagundam, Warangal and Hyderabad will be expanded.

The Project also includes planning of future expansion of the Andhra Pradesh power system with the assistance, in such cases as Andhra Pradesh and the Association shall decm it necessary, of consultants particularly qualified on system planning.

LETTER RELATING TO THE DEVELOPMENT CREDIT AGREEMENT

EMBASSY OF INDIA WASHINGTON, D.C.

May 24, 1963

International Development Association Washington, D.C.

Dear Sirs :

Re : Currency of Repayment

We refer to the Development Credit Agreement¹ (Kothagudem Power Project) of even date between us and to Section 3.02 of the Regulations referred to therein. Pursuant to such Section, we hereby request your agreement as follows :

- (i) Except as hereinafter provided, the principal amount of, and service charges on, the Credit provided for in such Agreement shall be payable in the currency of the United Kingdom of Great Britain and Northern Ireland.
- (ii) If at any time we shall desire that, commencing with a given future payment date, such principal and service charges shall be payable in an eligible currency other than that specified in (i) [or other than one designated under this clause (ii)] we shall deliver to the Association, not less than three nor more than five months prior to such payment date, a notice in writing to that effect and designating such other eligible currency, whereupon the currency so designated shall, commencing with such payment date, be the currency in which such principal and service charges shall be payable.
- (iii) If at any time the Association shall determine that a currency payable pursuant to the provisions of this letter is not an eligible currency, the Association shall so notify us in writing and furnish us with a list of eligible currencies.
- (iv) Within thirty days from the date of such notice we shall notify the Association in writing of our selection of a currency from such list in which payment shall be made, failing which the Association shall select a currency for such purpose from such list, whereupon, in either case, such principal and service charges shall, commencing with the payment date next succeeding such thirty-day period, be payable in the currency so selected.
- (v) Any designation or selection of a currency pursuant to the foregoing provisions shall be subject, in turn, to the provisions of this letter.
- (vi) For purposes of this letter, "eligible currency" means any currency of a member of the Association which the Association at the relevant time determines to be freely

¹See p. 206 of this volume.

convertible or freely exchangeable by it for currencies of other members of the Association for the purposes of its operations.

Please indicate your agreement with the foregoing by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

Very truly yours,

India : By B. K. NEHRU Authorized Representative

Confirmed: International Development Association : (Signed) [illegible]

INTERNATIONAL DEVELOPMENT ASSOCIATION

DEVELOPMENT CREDIT REGULATIONS No. 1, DATED 1 JUNE 1961

REGULATIONS APPLICABLE TO DEVELOPMENT CREDIT AGREEMENTS WITH MEMBER GOVERNMENTS

[Not published herein. See United Nations, Treaty Series, Vol. 415, p. 68.]

PROJECT AGREEMENT (KOTHAGUDEM POWER PROJECT)

AGREEMENT, dated May 24, 1963, between THE STATE OF ANDHRA PRADESH, acting by its Governor (hereinafter called Andhra Pradesh) and INTERNATIONAL DE-VELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS by a development credit agreement of even date herewith (hereinafter called the Development Credit Agreement)¹ between India (hereinafter called the Borrower) and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to twenty million dollars (\$20,000,000), on the terms and conditions set forth in the Development Credit Agreement, but only on condition that Andhra Pradesh agree to undertake certain obligations to the Association as hereinafter in this Project Agreement set forth; and

¹ See p. 206 of this volume.

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WHEREAS Andhra Pradesh, in consideration of the Association's entering into the Development Credit Agreement with the Borrower, has agreed to undertake the obligations hereinafter set forth;

Now THEREFORE the parties hereto hereby agree as follows :

Article I

DEFINITIONS

Section 1.01. Wherever used in this Project Agreement, unless the context shall otherwise require, the several terms defined in the Development Credit Agreement shall have the respective meanings therein set forth.

Article II

PARTICULAR COVENANTS OF ANDHRA PRADESH

Section 2.01. (a) Andhra Pradesh shall cause the Electricity Board to carry out and operate the Project with due diligence and efficiency and in conformity with sound engineering and financial practices.

(b) Andhra Pradesh shall make available promptly as needed all sums which shall be required for the carrying out of the Project.

(c) To assist the Electricity Board in carrying out the Project and planning for future expansion of its power system Andhra Pradesh shall, in such cases as Andhra Pradesh and the Association shall deem it necessary, cause the Electricity Board to employ suitably qualified and competent engineering consultants. The selection of the consultants and the nature and scope of their responsibilities shall continue to be the subject of agreement between the Electricity Board and the Association.

(d) Andhra Pradesh shall cause the Electricity Board to furnish to the Association, promptly upon their preparation, the plans, specifications and the construction schedule for the Project and any material modifications subsequently made therein, in such detail as the Association shall from time to time request.

(e) Andhra Pradesh shall maintain or cause the Electricity Board to maintain records adequate to identify the goods financed out of the proceeds of the Credit, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thercof) and to reflect in accordance with consistently maintained sound utility accounting practices the operations and financial condition of the Electricity Board; shall enable the Association's representatives to inspect the Project, the goods and any relevant records and documents and all other plants, sites, works, properties and equipment of Andhra Pradesh or of the Electricity Board utilized for the generation, transmission and distribution of electric power; and shall furnish to the Association all such information as the Association shall reasonably request concerning the expenditure of the proceeds of the Credit, the Project, the goods, and the operations and financial condition of the Electricity Board.

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Section 2.02. (a) Andhra Pradesh and the Association shall cooperate fully to assure that the purposes of the Credit will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request.

(b) Andhra Pradesh and the Association shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Credit. Andhra Pradesh shall promptly inform the Association of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Credit or the performance by Andhra Pradesh or the Electricity Board of its obligations under this Project Agreement or the obligations to be performed by either of them pursuant to the provisions of the Credit Agreement, or which shall increase or threaten to increase materially the estimated cost of the Project.

Section 2.03. Except as shall be otherwise agreed by Andhra Pradesh and the Association, Andhra Pradesh : (a) shall use or cause the Electricity Board to use all goods purchased with the proceeds of the Credit exclusively in the carrying out of the Project; (b) shall cause the Electricity Board to obtain title to all such goods free and clear of all incumbrances; and (c) shall not permit the Electricity Board to sell or otherwise dispose of any goods purchased or paid for out of the proceeds of the Credit.

Section 2.04. (a) Andhra Pradesh shall insure or cause the Electricity Board to insure with responsible insurers all imported goods financed out of the proceeds of the Credit. Such insurance shall cover such marine, transit and other hazards incident to purchase and importation of such goods into the territories of the Borrower and delivery thereof to the site of the Project, and shall be for such amounts, as shall be consistent with sound commercial practices. Such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable/or in any convertible currency.

(b) In addition, Andhra Pradesh shall cause the Electricity Board to insure against such risks and in such amounts as shall be consistent with sound business and public utility practices.

Section 2.05. (a) Andhra Pradesh shall cause the Electricity Board : (i) to operate and maintain all of its power generating, transmission and distribution facilities and all of its plants, equipment and property and from time to time to make all necessary renewals and repairs thereof, all in accordance with sound engineering and public utility practices; (ii) at all times to manage its affairs, plan the future expansion of its power system, operate its plants and equipment and maintain its financial position in accordance with sound business and public utility practices.

(b) Andhra Pradesh shall : (i) cause the financial statements (balance sheet and related statement of earnings and expenses) of the Electricity Board to be audited and certified annually in accordance with audit procedures satisfactory to the Association; and (ii) cause certified copies of such audited statements to be transmitted to the Association promptly after their preparation and, unless the Association shall otherwise agree, not later than six months after the close of each financial year of the Electricity Board.

Section 2.06. Except as otherwise agreed between Andhra Pradesh and the Association, Andhra Pradesh shall cause the rates for the sale of electricity by the Electricity

Board to be set and maintained at such levels as may be necessary to provide : (a) revenues sufficient to cover all operating expenses, including adequate maintenance and straight-line depreciation, and (b) a reasonable return on the total net fixed assets of its power system including work-in-progress on facilities operated or to be operated by the Electricity Board.

Section 2.07. Andhra Pradesh shall exercise every right and recourse available to it to cause to be taken all such action as shall be required to assure that no use, other than domestic uses, will reduce the amounts of water available from the Kinnerasani Dam for the Project below the amounts needed therefor.

Section 2.08. Except as the Association shall otherwise agree, Andhra Pradesh shall, on terms and conditions satisfactory to the Association : (i) transfer to the Electricity Board such assets and liabilities, and functions and responsibilities of its Electricity Department and (ii) make such changes in the organization and management of the Electricity Board, all as shall be required to enable Andhra Pradesh to perform or cause the Electricity Board under this Agreement.

Article III

EFFECTIVE DATE; TERMINATION

Section 3.01. This Project Agreement shall come into force and effect on the Effective Date. If, pursuant to Section 8.04 of the Regulations, the Association shall terminate the Development Credit Agreement, the Association shall promptly notify Andhra Pradesh thereof and upon the giving of such notice, this Project Agreement and all obligations of the parties hereunder shall forthwith cease and determine.

Section 3.02. If and when the entire principal amount of the Credit shall have been paid or caused to be paid by the Borrower (or shall have been cancelled), together with service charges which shall have accrued on the Credit, this Project Agreement and all obligations of Andhra Pradesh and of the Association hereunder shall forthwith terminate.

Article IV

MISCELLANEOUS PROVISIONS

Section 4.01. Any notice, demand or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice, demand or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or radiogram to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are :

(a) For Andhra Pradesh :

Chairman, Andhra Pradesh State Electricity Board Khairatabad, Hyderabad Andhra Pradesh, India

Alternative address for cablegrams and radiograms :

Vidyachukti Hyderabad, India

(b) For the Association :

International Development Association 1818 H Street, N.W. Washington 25, D.C. United States of America

Alternative address for cablegrams and radiograms :

Indevas Washington, D.C.

Section 4.02. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement on behalf of Andhra Pradesh may be taken or executed by the Electricity Board or such other person or persons as the Electricity Board shall designate in writing.

Section 4.03. Andhra Pradesh shall furnish to the Association sufficient evidence of the authority of the person or persons who will, on behalf of Andhra Pradesh, take any action or execute any documents required or permitted to be taken or executed by Andhra Pradesh pursuant to any of the provisions of this Project Agreement and the authenticated specimen signature of each such person.

Section 4.04. This Project Agreement may be executed in several counterparts, each of which shall be an original and all collectively but one instrument.

IN WITNESS WHEREOF the parties hereto have caused this Project Agreement to be signed in their respective names by their representatives thereunto duly authorized and delivered in the District of Columbia, United States of America, as of the day and year first above written.

> The State of Andhra Pradesh: By B. K. NEHRU Authorized Representative

International Development Association : By George D. WOODS President