

No. 8895

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
PAKISTAN**

Loan Agreement—*Pakistan Western Railway Project* (with annexed Loan Regulations No. 3, as amended, and Project Agreement between the Bank and the Province of West Pakistan). Signed at Washington, on 26 May 1967

Official text: English.

Registered by the International Bank for Reconstruction and Development on 2 January 1968.

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
PAKISTAN**

Contrat d'emprunt — *Projet relatif aux chemins de fer du Pakistan occidental* (avec, en annexes, le Règlement n° 3 sur les emprunts, tel qu'il a été modifié, et le Contrat relatif au Projet entre la Banque et la Province du Pakistan occidental). Signé à Washington, le 26 mai 1967

Texte officiel anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 2 janvier 1968.

No. 8895. LOAN AGREEMENT¹ (*PAKISTAN WESTERN RAILWAY PROJECT*) BETWEEN THE ISLAMIC REPUBLIC OF PAKISTAN AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT. SIGNED AT WASHINGTON, ON 26 MAY 1967

AGREEMENT, dated May 26, 1967, between ISLAMIC REPUBLIC OF PAKISTAN, acting by its President (hereinafter called the Borrower), and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS the Borrower and the Province of West Pakistan have requested the Bank to assist in the financing of a program for the rehabilitation, improvement and expansion of the railway facilities in the Province of West Pakistan;

WHEREAS the Province of West Pakistan will, with the Borrower's assistance, carry out our cause to be carried out such program, and, as part of such assistance, the Borrower will make available to the Province of West Pakistan the proceeds of the loan provided for herein; and

WHEREAS the Bank is willing to make a loan available on the terms and conditions provided herein and in a project agreement of even date² herewith between the Province of West Pakistan and the Bank;

NOW THEREFORE the parties hereto hereby agree as follows :

Article I

LOAN REGULATIONS; SPECIAL DEFINITIONS

Section 1.01. The parties to this Loan Agreement accept all the provisions of Loan Regulations No. 3 of the Bank dated February 15, 1961 as amended February 9, 1967,² with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications thereof (said Loan Regulations No. 3 as so modified being hereinafter called the Loan Regulations) :

¹ Came into force on 14 July 1967, upon notification by the Bank to the Government of Pakistan.

² See p. 182 of this volume.

(a) Paragraph 5 of Section 10.01 is amended to read as follows :

“ 5. The term ‘ Borrower ’ means Islamic Republic of Pakistan, acting by its President. ”

(b) Section 7.02 is amended by inserting the words “ or the Project Agreement ” after the words “ the Loan Agreement ”.

Section 1.02. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement or any schedule thereto :

(a) The term “ Province ” means the Province of West Pakistan, a political subdivision of the Borrower.

(b) The term “ Project Agreement ” means the agreement between the Province and the Bank of even date herewith, providing *inter alia* for the carrying out of the Project, and shall include any amendments thereof made by agreement between the Province and the Bank.

(c) The term “ Railway ” means the West Pakistan Railway Board, an agency of the Province constituted under the Transfer of Railways Order 1962, of the Borrower, and any successor thereto, and shall include any other agency of the Province charged with the administration and operation of the railway of the Province.

Article II

THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in this Agreement set forth or referred to, an amount in various currencies equivalent to thirteen million five hundred thousand dollars (\$13,500,000).

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

Section 2.03. The Borrower shall pay to the Bank a commitment charge at the rate of three-eighths of one per cent ($\frac{3}{8}$ of 1%) per annum on the principal amount of the Loan not so withdrawn from time to time.

Section 2.04. The Borrower shall pay interest at the rate of six per cent (6%) per annum on the principal amount of the Loan so withdrawn and outstanding from time to time.

Section 2.05. Except as the Borrower and the Bank shall otherwise agree, the charge payable for special commitments entered into by the Bank at the request of the Borrower pursuant to Section 4.02 of the Loan Regulations shall be at the rate of one-half of one per cent ($\frac{1}{2}$ of 1%) per annum on the principal amount of any such special commitments outstanding from time to time.

Section 2.06. Interest and other charges shall be payable semi-annually on February 15 and August 15 in each year.

Section 2.07. The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 1 to this Agreement.

Article III

USE OF PROCEEDS OF THE LOAN

Section 3.01. The Borrower shall cause the proceeds of the Loan to be applied exclusively to financing the cost of goods required to carry out the Project described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Bank, subject to modification by further agreement between them.

Section 3.02. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall cause all physical goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project and in the operation of the railway facilities of the Province.

Article IV

BONDS

Section 4.01. The Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in the Loan Regulations.

Section 4.02. The Secretary to the Government of Pakistan, Ministry of Finance, and such person or persons as he shall appoint in writing are designated as authorized representatives of the Borrower for the purposes of Section 6.12 of the Loan Regulations.

Article V

PARTICULAR COVENANTS

Section 5.01. (a) The Borrower shall cause the Project to be carried out and the operations of the railway in the Province to be conducted with due

diligence and efficiency and in conformity with sound railway, engineering, economic and financial practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the purpose.

(b) The Borrower shall relend the proceeds of the Loan or the equivalent thereof to the Province on terms and conditions to be determined by agreement between the Borrower and the Bank, subject to modification by further agreement between them.

(c) The Borrower shall cause the Province punctually to perform all the covenants and agreements on its part to be performed as set forth in the Project Agreement, shall take or cause to be taken all action which shall be necessary to enable the Province to perform such covenants and agreements and shall not take any action that would interfere with such performance.

Section 5.02. (a) The Borrower and the Bank shall cooperate fully to assure that the purposes of the Loan 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 Loan. 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 Bank shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan or the maintenance of the service thereof.

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

Section 5.03. It is the mutual intention of the Borrower and the Bank that no other external debt shall enjoy any priority over the Loan by way of a lien on governmental assets. To that end, the Borrower undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will *ipso facto* equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that in the creation of any such lien express provision will be made to that effect, provided, however, that the foregoing provisions of this Section shall not apply to : (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property, or (ii) any lien arising in the ordinary course of

banking transactions and securing a debt maturing not more than one year after its date.

The term “ assets of the Borrower ” as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any agency of the Borrower or of any such political subdivision, including the State Bank of Pakistan or any other institution performing the functions of a central bank.

Section 5.04. The principal of, and interest and other charges on, the Loan and the Bonds 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; provided, however, that the provisions of this Section shall not apply to taxation of, or duties or fees or impositions levied upon, payments under any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of the Borrower.

Section 5.05. The Loan Agreement, the Project Agreement and the Bonds 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, issue, delivery or registration thereof and the Borrower shall pay all such taxes, if any, imposed under the laws of the country or countries in whose currency the Loan and the Bonds are payable or laws in effect in the territories of such country or countries.

Article VI

REMEDIES OF THE BANK

Section 6.01. (i) If any event specified in paragraph (a) or paragraph (b) of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of thirty days, or (ii) if any event specified or referred to in paragraph (c) or paragraph (i) of Section 5.02 of the Loan Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Bank to the Borrower, then at any subsequent time during the continuance thereof, the Bank, at its option, may declare the principal of the Loan and of all the Bonds 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, or in the Bonds to the contrary notwithstanding.

Section 6.02. For the purposes of Section 5.02 (i) of the Loan Regulations, the following additional event is specified: a default shall have occurred in the performance of any covenant or agreement of the Province under the Project Agreement.

Article VII

EFFECTIVE DATE; TERMINATION

Section 7.01. The following event is specified as an additional condition to the effectiveness of this Agreement within the meaning of Section 9.01 (b) of the Loan Regulations, namely, that the execution and delivery of the Project Agreement on behalf of the Province shall have been duly authorized or ratified by all necessary corporate and governmental action.

Section 7.02. The following is specified as an additional matter, within the meaning of Section 9.02 (c) of the Loan Regulations, to be included in the opinion or opinions to be furnished to the Bank, namely, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Province and constitutes a valid and binding obligation of the Province in accordance with its terms.

Section 7.03. Pursuant to Section 9.04 of the Loan Regulations August 1, 1967, is specified for the purposes of the said Section.

Article VIII

MISCELLANEOUS

Section 8.01. The Closing Date shall be December 31, 1969, or such other date as may from time to time be agreed between the Borrower and the Bank.

Section 8.02. The following addresses are specified for the purposes of Section 8.01 of the Loan Regulations :

For the Borrower :

The Secretary to the Government of Pakistan
Economic Affairs Division
Islamabad, Pakistan

Cable address :

Economic
Islamabad

For the Bank :

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address :

Intbafrad
Washington, D.C.

Section 8.03. The Secretary to the Government of Pakistan, Economic Affairs Division, is designated for the purposes of Section 8.03 of the Loan Regulations.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan 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.

Islamic Republic of Pakistan :

By S. M. SULAIMAN
Authorized Representative

International Bank for Reconstruction and Development :

By A. BROCHES
General Counsel

SCHEDULE 1

AMORTIZATION SCHEDULE

<i>Date Payment Due</i>	<i>Payment of Principal (expressed in dollars)*</i>	<i>Date Payment Due</i>	<i>Payment of Principal (expressed in dollars)*</i>
February 15, 1971	\$150,000	February 15, 1982	\$290,000
August 15, 1971	155,000	August 15, 1982	300,000
February 15, 1972	160,000	February 15, 1983	310,000
August 15, 1972	165,000	August 15, 1983	315,000
February 15, 1973	170,000	February 15, 1984	325,000
August 15, 1973	175,000	August 15, 1984	335,000
February 15, 1974	180,000	February 15, 1985	345,000
August 15, 1974	185,000	August 15, 1985	355,000
February 15, 1975	190,000	February 15, 1986	370,000
August 15, 1975	200,000	August 15, 1986	380,000
February 15, 1976	205,000	February 15, 1987	390,000
August 15, 1976	210,000	August 15, 1987	400,000
February 15, 1977	215,000	February 15, 1988	415,000
August 15, 1977	225,000	August 15, 1988	425,000
February 15, 1978	230,000	February 15, 1989	440,000
August 15, 1978	235,000	August 15, 1989	455,000
February 15, 1979	245,000	February 15, 1990	465,000
August 15, 1979	250,000	August 15, 1990	480,000
February 15, 1980	260,000	February 15, 1991	495,000
August 15, 1980	265,000	August 15, 1991	510,000
February 15, 1981	275,000	February 15, 1992	525,000
August 15, 1981	280,000	August 15, 1992	550,000

* To the extent that any part of the Loan is repayable in a currency other than dollars (see Loan Regulations, Section 3.03), the figures in this column represent dollar equivalents determined as for purposes of withdrawal.

PREMIUMS ON PREPAYMENT AND REDEMPTION

The following percentages are specified as the premiums payable on repayment in advance of maturity of any part of the principal amount of the Loan pursuant to Section 2.05 (b) of the Loan Regulations or on the redemption of any Bond prior to its maturity pursuant to Section 6.16 of the Loan Regulations :

<i>Time of Prepayment or Redemption</i>	<i>Premium</i>
Not more than three years before maturity	½%
More than three years but not more than six years before maturity	1%
More than six year but not more than eleven years before maturity	2%
More than eleven years but not more than sixteen years before maturity	3%
More than sixteen years but not more than twenty-one years before maturity	4%
More than twenty-one years but not more than twenty-three years before maturity	5%
More than twenty-three years before maturity	6%

SCHEDULE 2

DESCRIPTION OF THE PROJECT

The Project is part of the Third Five-Year Plan for the Railway, and consists of a program of investment during the year 1967/8 in rolling stock, track material and equipment, plant and machinery for workshops, continuation of electrification, miscellaneous engineering and structural works and bridge strengthening.

It is expected that the orders for all the goods in the said program of investment will be placed before June 30, 1968.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN REGULATIONS No. 3, DATED 15 FEBRUARY 1961, AS AMENDED
9 FEBRUARY 1967

REGULATIONS APPLICABLE TO LOANS MADE BY THE BANK TO MEMBER GOVERNMENTS

[*Not published herein. See United Nations, Treaty Series, Vol. 615. p. 98.*]

PROJECT AGREEMENT

(PAKISTAN WESTERN RAILWAY PROJECT)

AGREEMENT, dated May 26, 1967, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank) and the PROVINCE OF WEST PAKISTAN, acting by its Governor (hereinafter called the Province).

WHEREAS by an agreement of even date herewith (hereinafter called the Loan Agreement¹) between Islamic Republic of Pakistan (hereinafter called the Borrower) and the Bank, the Bank has agreed to make available to the Borrower a loan in various currencies equivalent to thirteen million five hundred thousand dollars (\$13,500,000), on the terms and conditions set forth in the Loan Agreement, but only on condition that the Province agree to undertake certain obligations to the Bank as hereinafter in this Project Agreement 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 Loan Agreement and in the Loan Regulations (as so defined) shall have the respective meanings therein set forth.

Article II

PARTICULAR COVENANTS OF THE PROVINCE

Section 2.01. (a) The Province shall carry out the Project or cause it to be carried out and shall conduct the operations of its railway or cause them to be conducted with due diligence and efficiency and in conformity with sound railway, engineering, economic and financial practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the purpose.

(b) The Province shall make available the proceeds of the Loan or the equivalent thereof to the Railway on terms and conditions to be determined by agreement between the Province and the Bank.

Section 2.02. (a) Upon request from time to time by the Bank, the Province shall cause the Railway to furnish to the Bank, promptly upon their preparation, the plans, specifications and work schedules for the Project and any material modifications subsequently made therein, in such detail as the Bank shall request.

(b) The Province shall maintain or cause the Railway to maintain records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of the Railway; shall enable the Bank's representatives to inspect the Project, the goods, the property and equipment owned or operated by the Railway, and any relevant records and documents; and shall furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods, and the administration, operations and financial condition of the Railway.

¹ See p. 168 of this volume.

Section 2.03. (a) The Province and the Bank shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request.

(b) The Province and the Bank shall from time to time exchange views through their representatives with regard to the performance by the Province of its obligations hereunder, and the administration, operations and financial condition of the Railway. The Province shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan, or the maintenance of the service thereof, or the performance by the Province of its obligations under this Project Agreement or which shall increase or threaten to increase materially the estimated cost of the Project.

Section 2.04. Except in the normal course of business, goods purchased or paid for out of the proceeds of the Loan shall not be sold or otherwise disposed of without the prior consent of the Bank.

Section 2.05. Except as the Province and the Bank shall otherwise agree, the Province shall insure or cause to be insured the imported goods to be financed out of the proceeds of the Loan against marine, transit and other hazards incident to acquisition, transportation and delivery thereof to the place of use or installation and for such insurance any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

Section 2.06. Except as shall be otherwise agreed by the Province and the Bank, the Province shall cause all goods purchased in whole or in part with the proceeds of the Loan to be used in the territories of the Borrower exclusively in the carrying out of the Project, and shall cause title to all such goods to be obtained free and clear of all encumbrances.

Section 2.07. The Province shall pay or cause to be paid all taxes, if any, imposed under the laws of the Borrower or laws in effect in the territories of the Borrower on or in connection with the execution, issue, delivery or registration of this Agreement or the Loan Agreement or the Bonds or the payment of principal, interest and other charges thereunder.

Section 2.08. The Province shall cause to be established and maintained within the organization of the Railway a Planning Cell in such manner and with such functions as shall be agreed between the Province and the Bank.

Article III

EFFECTIVE DATE; TERMINATION

Section 3.01. (a) This Project Agreement shall come into force and effect on the Effective Date.

(b) If pursuant to Section 9.04 of the Loan Regulations, the Loan Agreement shall terminate, this Project Agreement and all obligations of the parties hereunder shall also terminate and the Bank shall promptly notify the Province thereof.

Section 3.02. If and when the entire principal amount of the Loan shall have been paid or caused to be paid by the Borrower (or shall have been cancelled), together with the redemption premium, if any, on the redemption of all Bonds which shall have been called for redemption and all interest and other charges which shall have accrued on the Loan and the Bonds, this Agreement and all obligations of the Province and of the Bank hereunder shall forthwith terminate.

Article IV

MISCELLANEOUS PROVISIONS

Section 4.01. Any notice 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 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 :

For the Bank :

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address :

Intbafrad
Washington, D.C.

For the Province :

Chief Secretary
Government of West Pakistan
Lahore

Cable address :

CHIEFSEC
Lahore

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 the Province may be taken or executed by the Chief Secretary to the Government of West Pakistan or such other person or persons as the Province shall designate in writing.

Section 4.03. The Province shall furnish to the Bank sufficient evidence of the authority of the person or persons who will, on behalf of the Province, take any action or execute any documents required or permitted to be taken or executed by the Province 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.

International Bank for Reconstruction and Development :

By A. BROCHES
General Counsel

Province of West Pakistan :

By S. M. SULAIMAN
Authorized Representative
