

No. 11425

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

**Loan Agreement—*Mahaweli Ganga Development Project*
(with annexed General Conditions Applicable to Loan and
Guarantee Agreements, and related Letter Agreement between
the Bank and the Government of Ceylon dated at Washington
on 23 March 1971 and at Colombo on 20 April 1971). Signed
at Washington on 30 January 1970**

Authentic text : English.

*Registered by the International Bank for Reconstruction and Development on
16 December 1971.*

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

**Contrat d'emprunt — *Projet de mise en valeur du Mahaweli
Ganga* (avec, en annexe, les Conditions générales applicables
aux contrats d'emprunt et de garantie, et Lettre d'accord
connexe entre la Banque et le Gouvernement ceylanais datée à
Washington du 23 mars 1971 et à Colombo du 20 avril 1971).
Signé à Washington le 30 janvier 1970**

Texte authentique : anglais.

*Enregistré par la Banque internationale pour la reconstruction et le dévelop-
pement le 16 décembre 1971.*

LOAN AGREEMENT¹

AGREEMENT, dated January 30, 1970, between the GOVERNMENT OF CEYLON (hereinafter called the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS the Borrower has requested the Bank to assist in the financing of the cost of the project described in Schedule 1 to the development credit agreement mentioned hereunder;

WHEREAS the Borrower has also requested the International Development Association (hereinafter called the Association) to provide additional financial assistance to such project and, by a development credit agreement of even date² herewith between the Borrower and the Association, the Association agrees to provide such assistance in an aggregate principal amount equivalent to fourteen million five hundred thousand dollars (\$14,500,000); and

WHEREAS the Borrower and the Bank intend, to the extent practicable, that the proceeds of the credit provided for in such development credit agreement be disbursed on account of expenditures under such project before disbursements of the proceeds of the loan provided for in this Agreement are made;

NOW THEREFORE the parties hereto hereby agree as follows :

Article I

GENERAL CONDITIONS; DEFINITIONS

Section 1.01. The parties to the Loan Agreement accept all the provisions of the General Conditions Applicable to Loan and Guarantee Agreements of the Bank, dated January 31, 1969,³ with the same force and effect as if they were fully set forth herein, subject, however, to the following modification thereof (said General Conditions Applicable to Loan and Guarantee Agreements of the Bank as so modified being hereinafter called the General Conditions) : Section 2.01(12) is deleted and the following is substituted therefor :

“ 12. The term Project means the project or projects or program or programs for which the Loan is granted, as described in the Development Credit Agreement (as such term is defined in the Loan Agreement) and as

¹ Came into force on 20 April 1971, upon notification by the Bank to the Government of Ceylon.

² See p. 129 of this volume.

³ See p. 124 of this volume.

the description thereof shall be amended from time to time by agreement between the Borrower, the Association and the Bank.”

Section 1.02. Wherever used in the Loan Agreement, unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth and the following additional terms have the following meanings :

(a) “ Development Credit Agreement ” means the development credit agreement of even date herewith between the Borrower and the Association, and such term includes the General Conditions Applicable to Development Credit Agreements of the Association dated January 31, 1969,¹ as made applicable thereto, all agreements supplemental to such agreement and all schedules thereto, as such agreement, supplemental agreements and schedules may be amended from time to time;

(b) “ Board ” means the Mahaweli Development Board, a body corporate established pursuant to the legislation referred to in Section 7.01 (a) of this Agreement, as such legislation may be amended from time to time after agreement with the Bank, and includes any successor thereto; and

(c) “ Project Area ” means the areas west of the Mahaweli Ganga and located to the east and to the west of Habarane, near the center of the Island of Ceylon and comprising a total of about 126,500 acres, which areas shall be further defined on a map to be agreed upon between the Borrower and the Bank.

Article II

THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, an amount in various currencies equivalent to fourteen million five hundred thousand dollars (\$14,500,000).

Section 2.02. (a) 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.

(b) 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 Agreement and in accordance with the allocation of the proceeds of the Credit and of the Loan set forth in Schedule 2 to the Development Credit Agreement, as such allocation shall be modified from time to time pursuant to the provisions of such Schedule or by further agreement between the Borrower, the Association and the Bank.

¹ United Nations, *Treaty Series*, vol. 703, p. 244.

Section 2.03. (a) The Borrower shall be entitled to withdraw from the Loan Account in respect of the reasonable cost of goods or services required for the Project and to be financed under the Loan Agreement :

- (i) such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for goods or services included in Categories III and IV of the allocation of the proceeds of the Credit and of the Loan referred to in Section 2.02 of this Agreement;
- (ii) the equivalent of fifty per cent (50%), or such other percentage as may be agreed between the Borrower and the Bank, of such amounts as shall have been paid (or, if the Bank shall so agree, of such amounts as shall be required to meet payments to be made) for goods or services included in Category I of the allocation of the proceeds of the Credit and of the Loan referred to in Section 2.02 of this Agreement, which percentage represents the estimated foreign exchange component of the cost of such goods or services; and
- (iii) the equivalent of thirty-seven per cent (37%) of such amounts as shall have been paid (or, if the Bank shall so agree, of such amounts as shall be required to meet payments to be made) for goods or services included in Category II of the allocation of the proceeds of the Credit and of the Loan referred to in Section 2.02 of this Agreement, which percentage represents the foreign exchange component of the cost of such goods or services estimated at the date of the Loan Agreement;

provided, however, that if there shall be an increase in the estimate of such payments for goods or services included in any of the Categories I and II, the Bank may by notice to the Borrower adjust the stated percentage applicable to such Category as required in order that withdrawals of the amount of the Loan then allocated to such Category and not withdrawn may continue *pro rata* with the payments remaining to be made for goods or services included in such Category.

(b) The Borrower shall also be entitled to withdraw from the Loan Account such amounts as shall be required to meet payments to be made for interest and other charges on the Loan accrued on or before January 31, 1975 or such other date as may be agreed between the Borrower and the Bank.

Section 2.04. (a) It is hereby agreed, pursuant to Section 5.01 of the General Conditions :

- (i) that withdrawals from the Loan Account under Categories I, II and III of the allocation of the proceeds of the Credit and of the Loan referred to in Section 2.02 of this Agreement may be made on account of payments in the currency of the Borrower, or for goods produced in, or services supplied from, the territories of the Borrower; and
- (ii) that withdrawals from the Loan Account under Category IV of the alloca-

tion of the proceeds of the Credit and the Loan referred to in Section 2.02 of this Agreement may be made on account of payments made prior to the date of the Loan Agreement but after August 1, 1969.

(b) No withdrawal from the Loan Account shall be made on account of payments for taxes imposed by the Borrower or any of its political subdivisions on, or in connection with the importation or supply of, goods or services included in Categories III and IV of the allocation of the proceeds of the Credit and of the Loan referred to in Section 2.02 of this Agreement.

(c) Until all amounts under the Development Credit Agreement shall have been withdrawn and except as otherwise agreed between the Borrower and the Bank, no withdrawal shall be made from the Loan Account except (i) under commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions, and (ii) in respect of interest and other charges on the Loan, under Category V of the Proceeds of the Credit and of the Loan referred to in Section 2.02 of this Agreement.

Section 2.05. The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent ($\frac{3}{4}$ of 1%) per annum on the principal amount of the Loan not withdrawn from time to time.

Section 2.06. The Borrower shall pay interest at the rate of seven per cent (7%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

Section 2.07. Interest and other charges shall be payable semi-annually on February 1 and August 1 in each year.

Section 2.08. 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 THE PROCEEDS OF THE LOAN

Section 3.01. The Borrower shall apply the proceeds of the Loan in accordance with the provision of the Loan Agreement to expenditures on the Project, described in Schedule 1 to the Development Credit Agreement.

Section 3.02. Except as the Bank shall otherwise agree (i) the goods and services to be financed out of the proceeds of the Loan shall be procured on the basis of international competitive bidding in accordance with the *Guidelines for Procurement under World Bank Loans and IDA Credits*, published by the Bank in August 1969, and in accordance with such other procedures supplementary thereto as are set forth in Schedule 3 to the Development Credit Agreement or as shall be agreed between the Borrower and the Bank, and (ii)

contracts for the procurement of such goods and services shall be subject to the prior approval of the Bank, except as otherwise stipulated in such Schedule.

Section 3.03. Except as the Bank may otherwise agree, the Borrower shall cause all goods and services financed out of the proceeds of the Loan to be used exclusively in carrying out the Project.

Article IV

BONDS

Section 4.01. If and as the Bank shall from time to time request, the Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in Article VIII of the General Conditions.

Section 4.02. The Governor-General of Ceylon and such other person or persons as he shall appoint in writing are designated as authorized representatives of the Borrower for the purposes of Section 8.10 of the General Conditions.

Article V

PARTICULAR COVENANTS

Section 5.01. The Borrower accepts all the provisions of Sections 4.01 through 4.14 inclusively of the Development Credit Agreement and of Schedules 1, 2 and 3 thereto, with the same force and effect as if they were fully set forth herein; provided, however, that : (i) all references to the Association in such Sections or in any of them shall be deemed to be references to the Bank, (ii) all references to the Credit in such Sections or in any of them shall be deemed to be references to the Loan, and (iii) all references to the Development Credit Agreement in such Sections or in any of them shall be deemed to be references to the Loan Agreement.

Section 5.02. So long as any part of the Credit provided for under the Development Credit Agreement shall remain outstanding, all actions taken, including approvals given, by the Association pursuant to any of the Sections of, and Schedules to, the Development Credit Agreement enumerated in Section 5.01 of this Agreement, as well as pursuant to Sections 1.02 (b) and (c), 2.03, 3.02, 3.03 and 5.02 of the Development Credit Agreement, shall be deemed to be taken or given in the name and on behalf of both the Association and the Bank; and all information or documentation furnished by the Borrower to the Association pursuant to the provisions of any of such Sections of the Development Credit Agreement or Schedules thereto shall be deemed to be furnished to both the Association and the Bank.

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 the date on which it is originally incurred.

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 assets of the Central Bank of Ceylon, or of 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 imposed under the laws of the Borrower or laws in effect in its territories and shall be free from all restrictions imposed under any such laws; provided, however, that the provisions of this Section shall not apply to taxation of 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 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. If any event specified in Section 7.01 of the General Conditions or in Section 6.02 of this Agreement shall occur and shall continue for the period, if any, therein set forth, then at any subsequent time during the continuance thereof, the Bank, at its option, may by notice to the Borrower declare the principal of the Loan and of all the Bonds then outstanding to be due and

payable immediately together with the interest and other charges thereon and upon any such declaration such principal, interest and charges shall become due and payable immediately, anything to the contrary in the Loan Agreement or in the Bonds notwithstanding.

Section 6.02. For the purposes of Section 7.01 of the General Conditions, the following additional events are specified :

- (a) the legislation of the Borrower referred to in Section 7.01 (a) of this Agreement and any other legislation or regulation of the Borrower governing the establishment, organization and powers of the Board shall, without the prior approval of the Bank, have been amended, suspended, abrogated, repealed, waived, or shall cease to be enforced, so as to materially affect the operations of the Board or the Project, and such event shall continue for a period of sixty days; and
- (b) any action shall have been taken to materially modify the organization structure of the Board referred to in Section 7.01 (d) of this Agreement, without the prior approval of the Bank, and such event shall continue for a period of sixty days.

Article VII

EFFECTIVE DATE; TERMINATION

Section 7.01. The following events are specified as additional conditions to the effectiveness of the Loan Agreement within the meaning of Section 11.01 (c) of the General Conditions :

- (a) legislation acceptable to the Bank establishing the Board and defining its powers shall have been enacted and shall have come into full force and operation pursuant to an Order of the Borrower's Minister of Land, Irrigation and Power published in the *Ceylon Government Gazette*;
- (b) the notification by such Minister of the establishment of the Board and of the appointment of the Chairman and members of the Board shall have been published in the *Ceylon Government Gazette*;
- (c) the Order of such Minister declaring the Project Area to be a " special area " under the jurisdiction of the Board, within the meaning of the legislation referred to in Section 7.01 (a) of this Agreement, shall have been published in the *Ceylon Government Gazette*;
- (d) the setting up of an organization structure for the Board acceptable to the Bank and the filling of such senior positions on the staff of the Board as shall have been agreed with the Bank shall have taken place;
- (e) the general manager and deputy general managers of the Board shall have been appointed pursuant to the provisions of Section 4.02 (c) of the Development Credit Agreement incorporated in the Loan Agreement pursuant to Section 5.01 thereof; and

(f) all the conditions precedent to the effectiveness of the Development Credit Agreement other than the effectiveness of the Loan Agreement shall have been fulfilled.

Section 7.02. The date May 8, 1970 is hereby specified for the purposes of Section 11.04 of the General Conditions.

Article VIII

MISCELLANEOUS

Section 8.01. The Closing Date shall be June 30, 1976 or such other date as shall be agreed between the Borrower and the Bank.

Section 8.02. The Permanent Secretary of the Ministry of Planning and Economic Affairs of the Borrower is designated as representative of the Borrower for the purposes of Section 10.03 of the General Conditions.

Section 8.03. The following addresses are specified for the purposes of Section 10.01 of the General Conditions :

For the Borrower :

Ministry of Planning and Economic Affairs
Central Bank Building, 8th Floor
Colombo 1, Ceylon
Cable Address :
Secminplan
Colombo

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.

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

Government of Ceylon :
By OLIVER WEERASINGHE
Authorized Representative

International Bank for Reconstruction and Development :
By MOHAMED SHOAB
Vice President

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 1, 1976	115,000	August 1, 1988	275,000
August 1, 1976	120,000	February 1, 1989	280,000
February 1, 1977	125,000	August 1, 1989	290,000
August 1, 1977	130,000	February 1, 1990	305,000
February 1, 1978	130,000	August 1, 1990	315,000
August 1, 1978	135,000	February 1, 1991	325,000
February 1, 1979	140,000	August 1, 1991	335,000
August 1, 1979	145,000	February 1, 1992	345,000
February 1, 1980	150,000	August 1, 1992	360,000
August 1, 1980	155,000	February 1, 1993	370,000
February 1, 1981	165,000	August 1, 1993	385,000
August 1, 1981	170,000	February 1, 1994	400,000
February 1, 1982	175,000	August 1, 1994	410,000
August 1, 1982	180,000	February 1, 1995	425,000
February 1, 1983	185,000	August 1, 1995	440,000
August 1, 1983	195,000	February 1, 1996	455,000
February 1, 1984	200,000	August 1, 1996	475,000
August 1, 1984	205,000	February 1, 1997	490,000
February 1, 1985	215,000	August 1, 1997	510,000
August 1, 1985	220,000	February 1, 1998	525,000
February 1, 1986	230,000	August 1, 1998	545,000
August 1, 1986	240,000	February 1, 1999	560,000
February 1, 1987	245,000	August 1, 1999	580,000
August 1, 1987	255,000	February 1, 2000	610,000
February 1, 1988	265,000		

* To the extent that any portion of the Loan is repayable in a currency other than dollars (see General Conditions, Section 4.02), 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 portion of the principal amount of the Loan pursuant to Section 3.05 (b) of the General Conditions or on the redemption of any Bond prior to its maturity pursuant to Section 8.15 of the General Conditions :

<i>Time of Prepayment or Redemption</i>	<i>Premium</i>
Not more than four years before maturity	4%
More than four years but not more than eight years before maturity	2%
More than eight years but not more than fourteen years before maturity	2½%
More than fourteen years but not more than twenty years before maturity	4½%
More than twenty years but not more than twenty-six years before maturity	5½%
More than twenty-six years but not more than twenty-eight years before maturity	6½%
More than twenty-eight years before maturity	7%

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
GENERAL CONDITIONS, DATED 31 JANUARY 1969
GENERAL CONDITIONS APPLICABLE TO LOAN AND GUARANTEE AGREEMENTS
[*Not published herein. See United Nations, Treaty Series, vol. 691, p. 300.*]

LETTER AGREEMENT

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

March 23, 1971

Dear Mr. Gunasekera :

Re: Loan 653 CE,¹ Credit 174 CE²
Mahaweli Ganga Development Project

With reference to the various conversations and exchange of correspondence between representatives of Ceylon and of our institutions during the last few months, I wish to confirm that the Bank and the Association are agreeable to the following changes in the Loan Agreement (653 CE)¹ and Credit Agreement (174 CE)² between the Government of Ceylon and the Bank and the Association, respectively, both dated January 30, 1970 :

- (a) Delete the words " and acceptable to the Association " in Section 4.02 (c) of the Credit Agreement;
- (b) Delete Section 4.11 of the Credit Agreement and replace it by the following :
" *Section 4.11.* The Borrower, in the light of the results of the study referred to in Part B, III, of the Project, shall before completion of the Project take appropriate steps after consultation with the Association to ensure the recovery (a) of the operation and maintenance costs of the Project as they are incurred and (b) over a reasonable period of years, of the construction cost of the Project, having due regard to the incentives and capacity to pay of farmers."
- (c) Delete the words " without the prior approval of the Association " in paragraphs (a) and (b) of Section 5.02 of the Credit Agreement; and
- (d) Delete the words " without the prior approval of the Bank " in paragraphs (a) and (b) of Section 6.02 of the Loan Agreement.

Kindly confirm your agreement to the above amendments by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

I should like to add that for purposes of making the Loan and Credit Agreements, as so amended, effective, the Bank and the Association would wish to receive evidence of Cabinet approval of the above amendments and of the authority of the representa-

¹ See p. 106 of this volume.

² See p. 129 of this volume.

tive of the Government of Ceylon who will confirm the Government's agreement to the amendments by signing the copy of this letter, together with a legal opinion from the Attorney General showing that the Loan and Credit Agreements, as amended by this letter, constitute legal and binding obligations of Ceylon in accordance with their terms. In addition, we would wish to receive for our records a copy of the Government Gazette in which the notification of appointments of the current chairman and members of the Mahaweli Development Board was published.

Finally, before being in a position to make disbursements from the Loan and Credit, we will need to receive a designation of the person or persons authorized to sign withdrawal applications.

With best regards, sincerely yours,

International Bank for Reconstruction
and Development :
International Development Association :
[Signed]
By: I. P. M. CARGILL
Director
South Asia Department

Mr. H. A. de S. Gunasekera
Permanent Secretary
Ministry of Planning and Employment
Colombo, Ceylon

Confirmed :
Government of Ceylon :
By: [Signed — Signé]¹
Date : 20th April, 1971

¹ Signed by H. A. de S. Gunasekera — Signé par H. A. de S. Gunasekera.