
GRANT NUMBER 9186-SRI

PROJECT AGREEMENT
(Supporting Electricity Supply Reliability Improvement Project)

between

ASIAN DEVELOPMENT BANK

and

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

SRI LANKA SUSTAINABLE ENERGY AUTHORITY

DATED 19 DECEMBER 2016

SRI 49216

PROJECT AGREEMENT

PROJECT AGREEMENT dated 19 December 2016 between ASIAN DEVELOPMENT BANK ("ADB") on the one part and NATIONAL WATER SUPPLY AND DRAINAGE BOARD ("NWSDB") and SRI LANKA SUSTAINABLE ENERGY AUTHORITY ("SEA") on the other part.

WHEREAS

(A) by a Loan Agreement between the Ceylon Electricity Board and ADB and a Guarantee Agreement between the Democratic Socialist Republic of Sri Lanka ("Recipient") and ADB, ADB has offered to provide a loan to the Ceylon Electricity Board in the amount of one hundred fifteen million Dollars (\$115,000,000) for the purposes of the project described in Schedule 1 of the Loan Agreement;

(B) by a Grant Agreement between the Recipient and ADB ("CEF Grant Agreement"), ADB has offered to make available a grant to the Recipient from the Clean Energy Fund of the Clean Energy Financing Partnership Facility and administered by ADB in the amount of one million eight hundred thousand Dollars (\$1,800,000) for the purposes of the project described in Schedule 1 to the CEF Grant Agreement;

(C) by a Grant Agreement between the Recipient and ADB ("JFPR Grant Agreement"), ADB has agreed to make available a grant to the Recipient from the Japan Fund for Poverty Reduction and administered by ADB in the amount of two million Dollars (\$2,000,000) on the terms and conditions set forth in the JFPR Grant Agreement, but only on the condition that the proceeds of the grant be made available to NWSDB and SEA and that NWSDB and SEA agree to undertake certain obligations towards ADB set forth herein; and

(D) NWSDB and SEA, in consideration of ADB entering into the JFPR Grant Agreement with the Recipient, have agreed to undertake the obligations set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the JFPR Grant Agreement and in the Grant Regulations (as so defined) have the respective meanings therein set forth, except that for purposes of this Project Agreement: the term "the Project" means the Project as described in Schedule 1 to the JFPR Grant Agreement.

ARTICLE II

Particular Covenants

Section 2.01. (a) NWSDB and SEA shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

(b) In the carrying out of the Project and operation of the Project facilities, NWSDB and SEA shall perform all obligations set forth in the JFPR Grant Agreement to the extent that they are applicable to NWSDB and SEA.

Section 2.02. NWSDB and SEA shall make available, promptly as needed, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Grant, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, NWSDB and SEA shall employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, NWSDB and SEA shall procure all items of expenditures to be financed out of the proceeds of the Grant in accordance with the provisions of Schedule 3 to the JFPR Grant Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Recipient and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. NWSDB and SEA shall carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. NWSDB and SEA shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) NWSDB and SEA shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, NWSDB and SEA undertake to insure, or cause to be insured, the Goods to be imported for the Project against hazards incident to the 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 to replace or repair such Goods.

Section 2.06. NWSDB and SEA shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the JFPR Grant, 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 principles, its operations and financial condition.

Section 2.07. (a) ADB, NWSDB and SEA shall cooperate fully to ensure that the purposes of the Grant will be accomplished.

(b) NWSDB and SEA shall promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement or the accomplishment of the purposes of the Grant.

(c) ADB, NWSDB and SEA shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, NWSDB, SEA and the Grant.

Section 2.08. (a) NWSDB and SEA shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the JFPR Grant and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of NWSDB and SEA; and (v) any other matters relating to the purposes of the JFPR Grant.

(b) Without limiting the generality of the foregoing, NWSDB and SEA shall furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, NWSDB and SEA shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by NWSDB and SEA of its obligations under this Project Agreement and the accomplishment of the purposes of the Grant.

Section 2.09. (a) NWSDB and SEA shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with financial reporting standards acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Grant proceeds, and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the close of the fiscal year to which they relate, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) NWSDB and SEA shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and their financial affairs where they relate to the Project with the auditors appointed by NWSDB and SEA pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of NWSDB and SEA, unless NWSDB and SEA shall otherwise agree.

Section 2.10. NWSDB and SEA shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) NWSDB and SEA shall, promptly as required, take all action within their powers to maintain its corporate existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its operations.

(b) NWSDB and SEA shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(c) NWSDB and SEA shall at all times operate and maintain their plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, NWSDB and SEA shall not sell, lease or otherwise dispose of any of their assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice their ability to perform satisfactorily any of its obligations under this Project Agreement.

Section 2.13. Except as ADB may otherwise agree, NWSDB and SEA shall apply the proceeds of the Grant to the financing of expenditures on the Project in accordance with the provisions of the JFPR Grant Agreement and this Project Agreement, and shall ensure that all items of expenditures financed out of such proceeds are used exclusively in the carrying out of the Project.

Section 2.14. NWSDB and SEA shall promptly notify ADB of any proposal to amend, suspend or repeal any provision of their constitutional documents, which, if implemented, could adversely affect the carrying out of the Project or the operation of the Project facilities. NWSDB and SEA shall afford ADB an adequate opportunity to comment on such proposal prior to taking any affirmative action thereon.

ARTICLE III**Effective Date; Termination**

Section 3.01. This Project Agreement shall come into force and effect on the date on which the JFPR Grant Agreement comes into force and effect. ADB shall promptly notify NWSDB and SEA of such date.

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the JFPR Grant Agreement shall terminate in accordance with its terms.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the JFPR Grant Agreement.

ARTICLE IV**Miscellaneous**

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, mail or facsimile 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 ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444
(632) 636-2338

For NWSDB

National Water Supply and Drainage Board
Galle Road, Ratmalana
Sri Lanka

Facsimile Number:

+94 112 636449

For SEA

Sri Lanka Sustainable Energy Authority
Block 05, 1st Floor
BMICH, Bauddhaloka Mawatha
Colombo 07, Sri Lanka

Facsimile Number:

+94 112 682534.

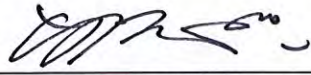
Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement by or on behalf of: (i) NWSDB may be taken or executed by its General Manager or by such other person or persons as he or she shall so designate in writing notified to ADB; and (ii) SEA may be taken or executed by its Director General or by such other person or persons as he or she shall so designate in writing notified to ADB.

(b) NWSDB and SEA shall furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.

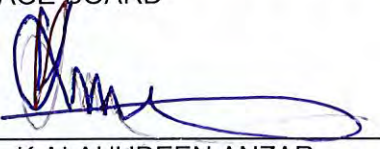
Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Project Agreement to be signed in their respective names as of the day and year first above written, and to be delivered at the principal office of ADB.

ASIAN DEVELOPMENT BANK

By 
SRI WIDOWATI
Country Director
Sri Lanka Resident Mission

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

By 
K ALAHUDEEN ANZAR
Chairman

NATIONAL WATER SUPPLY AND DRAINAGE BOARD

By 
M SHAFEEK RAJABDEEN
Vice Chairman

SRI LANKA SUSTAINABLE ENERGY
AUTHORITY

By 

KEERTHI WICKRAMARATHNE
Chairman

SRI LANKA SUSTAINABLE ENERGY
AUTHORITY

By 

G MAHENDRA PERERA
Member of Board Management