

法規名稱：(終)LOAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA FOR FINANCING TAIWAN RAILWAY TRUNKLINE ELECTRIFICATION PROJECT

終止日期：民國 85 年 10 月 31 日

On Saturday 4.1.1397 corresponding to 25.12.1976 this Agreement has been concluded in

Between:

- 1 Saudi Fund for Development, Riyadh, Saudi Arabia (hereinafter called the Fund) represented by its authorized representative Dr. Mahsoun B. Jalal, Vice Chairman and Managing Director of the Fund, in signing this Agreement,
and
- 2 The Government of the Republic of China (hereinafter called the Borrower) represented by its authorized representative, H. E. Hsueh Yu-Chi Ambassador to the Kingdom of Saudi Arabia in signing this Agreement.

Preamble

Whereas, the Borrower has requested the Fund to lend him a loan to assist in financing the Project described in Schedule (2) to this Agreement (hereinafter called the Project).

Whereas, the Borrower has requested and obtained loans from the financial institutions listed in Schedule (3) to assist in the financing of the said project in an amount equivalent to two hundred ninety (290) million United States Dollars on the terms and conditions set forth in the various loan agreements between the borrower and the said institutions.

Whereas, the purpose of the Fund is to assist the developing countries in developing their economies to provide them with loans necessary for the execution of their development projects and programs.

Whereas, the Fund is convinced of the importance and usefulness of the Project in the economic and social development of the friendly nation of the Republic of China, and

Whereas, the Board of Directors of the Fund has agreed, in view

of the foregoing, by its decision No. 10/4 dated 18/2/1396 A. H. to grant the Borrower a loan on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto hereby agree follows:

Article I

General Conditions; Definitions

Section 1.01 The parties to this Agreement do hereby accept all the provisions of the General Conditions Applicable to Loan Agreements of the Fund as approved by the Board of Directors of the Fund by its Resolution No. 11/14 dated Rajab 29,1396 A. H. Corresponding to July 26,1976, with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan Agreements of the Fund being hereinafter called the General Conditions).

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

- a) " The Administration" means Taiwan Railway Administration, an Autonomous Public Entity of the Borrower.
- b) " Railway Assets" means all present and future property and assets (including any rights, powers, privileges and franchises) of the Administration required for the efficient management and operation of the Railroad.

Article II

The Loan

Section 2.01. The Fund agrees lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to an amount of One hundred five million nine hundred thousand (105,900,000) Saudi Riyals.

Section 2.02. The Borrower shall be entitled withdraw from the Loan Account the equivalent in Riyals of amount expended, (or if the Fund shall so agree to be expended) for the Project in accordance with the provisions of this Agreement.

Section 2.03. The specific goods to be financed out of the proc-

ceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Fund, subject to modification by further agreement between them.

Section 2.04. The allocation of the proceeds of the loan, will be agreed upon between the Borrower and the Fund in a supplementary loan agreement, to be concluded at a later date. The parties do hereby accept all the provisions, terms and conditions of said Agreement, with the same force and effect as if they will fully set forth herein.

Section 2.05. Except as the Fund shall otherwise agree, prior approval from the Fund shall be required before the Borrower signs any contract for the purchase of goods or for civil works to be financed out of the proceeds of the Loan. The methods and procedures for procurement of such goods and services shall be determined by agreement between the Borrower and the Fund, subject to modification by further agreement between them.

Section 2.06. The closing date shall be December 31st, 1980 or such later date as may be agreed upon between the Borrower and the Fund.

Section 2.07. The Borrower shall pay to the Fund a loan charge at the rate of (4%) four per cent per annum on the principal amount of the loan withdrawn and outstanding from time to time.

Section 2.08. The cost of the loan, the loan charges and any other charges shall be payable semiannually on April 30 and October 31 in each year.

Section 2.09. The term of the loan shall be twenty years including a grace period of five years. The Borrower shall repay the principal of the loan in accordance with the Amortization Schedule set forth in Schedule (I) or this Agreement.

Article III

Execution of the Project

Section 3.01. The Borrower shall carry out the Project through its Taiwan Railway Administration (hereinafter called the Administration) with due diligence and efficiency and in conformity

with appropriate engineering, technical, administrative and financial practices and shall provide or cause to be provided needed the funds, facilities and other resources required for the carrying out of the Project.

Section 3.02. The Borrower shall furnish or cause the administration to furnish to the Fund, promptly upon their preparation, the plans, specifications, reports, contract documents and construction and procurement schedules for the Project, and shall provide the Fund with any future material modifications thereto in such detail as the Fund shall request.

Section 3.03. In order to assist in the supervision of execution of the Project the Borrower shall cause the Administration to employ Consultants acceptable to the Fund upon terms and conditions satisfactory to the Fund.

Section 3.04. The Borrower shall cause the Administration to employ contractors acceptable to the Fund under the terms and conditions acceptable to the Fund.

Section 3.05. The Borrower shall insure the imported goods to be financed out of the proceeds of the Loan against hazards incidental 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 by the Borrower to replace or repair such good.

Section 3.06. The Borrower shall cause all goods and services financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

Section 3.07. The Borrower undertakes:

- i) to cause the Administration to maintain records adequate to record the progress of the Project (including the cost thereof), to identify the goods and services financed out of the proceeds of the Loan, to disclose the use thereof in the Project and to reflect all the operations, resources and expenditures in respect of the Project;
- ii) to afford all reasonable opportunity for the accredited representatives of the Fund to make visits for purposes related

to the Loan, to examine the Project, the goods and services and any relevant records and documents;

- iii) to furnish to the Fund all such information as the Fund shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods and services financed out of the proceeds of the Loan.

Section 3.08. The Borrower shall cause the Administration to take all such actions as shall be necessary to acquire as and when needed such land and rights in respect of land as shall be required for carrying out of the Project.

Section 3.09.

- (a) The Borrower shall cause the Administration to take all steps necessary to acquire, maintain and renew all rights, powers, privileges and franchises which are necessary or useful in the conduct of its business.
- (b) Except in the normal course of business, the Borrower shall cause the Administration not to sell, lease, transfer or otherwise dispose of any of its Railway Assets without the prior approval of the Fund.
- (c) The Borrower shall cause the Administration to operate, maintain and repair its plants, equipment and property in accordance with sound engineering and transportation practices.

Article IV

Other Covenants

Section 4.01.

- (a) The Borrower and the Fund confirm their agreement that no other external debt shall enjoy and priority over the Loan by way of a lien created on governmental assets. To that end, the Borrower undertakes that, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will ipso facto and at no cost to the Fund, equally and ratably secure the payment of the principal of the Loan, the Loan Charge and other charges, and that in the creation of any such lien express provision will

be made to that effect.

(b) The undertaking provided for in paragraph (a) 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;
- ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or
- iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

(c) As used in this Section, the term "governmental assets" means assets of the Borrower, of any political or administrative subdivision thereof and of any entity owned or controlled by, or operating for the account or benefit of, the Borrower or any such subdivision, including gold and foreign exchange assets held by any institution performing the functions of a central bank or exchange stabilization fund, or similar functions for the Borrower.

Section 4.02. The Borrower shall maintain or cause to be maintained records adequate to reflect in accordance with sound accounting practices, the operation, resources and expenditures in respect of the Project, of the Administration and any other Departments/Agencies of the Borrower responsible for the carrying out of the Project or any part there.

Section 4.03. The Borrower shall take all necessary measures to ensure at all times that the dimensions and axle loads of the Railroad vehicles using its network do not exceed limits consistent with the structural and geometric design standards of such roads.

Section 4.04. The Borrower shall make available to the Administration the proceeds of the Loan on terms and conditions acceptable to the Fund and shall cause the Administration to comply wi-

th all the obligations and covenants which the Borrower undertakes by virtue of the provisions of this Agreement.

Article V

Termination

Section 5.01. The date March 22, 1977 is hereby specified for the purposes of the Section 12.04 of the General Conditions.

Article VI

Representative of the Borrower; Addresses.

Section 6.01. The Minister of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions.

For the Saudi Fund for Development:

The Saudi Fund for Development

P. O. Box 5711

Riyadh

Kingdom of Saudi Arabia

Cable Address:

SAUDI FUND FOR DEVELOPMENT

RIYADH

KINGDOM OF SAUDI ARABIA

Telex Address:

20145 SUNDOQ SJ

For the Borrower:

Ministry of Finance

2 AI Kuo West Road

Taipei, Taiwan 107

Republic of China

Telex:

11840 TAIPEI

IN WITNESS WHEREOF, the hereto, acting through their representatives there-unto duly authorized, have caused this agreement to be signed in their respective names and delivered in Riyadh as of the day and year first above written, in two counterparts in



the Arabia language, each of which shall be an original.
FOR THE SAUDI FUND FOR DEVELOPMENT

(Signed)

Dr. Mahsoun B. Jalal
Vice Chairman and
Managing Director

FOR THE REPUBLIC OF CHINA

(Signed)

Hsueh Yu-Chi
Ambassador to the
Kingdom of Saudi Arabia

SCHEDULE (1)

Amortization Schedule

Installment No.	Date of Payment	Payment of Principal (Expressed in Saudi Riyals)
1	April 30, 1982	3,530,000
2	October 31, 1982	3,530,000
3	April 30, 1983	3,530,000
4	October 31, 1983	3,530,000
5	April 30, 1984	3,530,000
6	October 31, 1984	3,530,000
7	April 30, 1985	3,530,000
8	October 31, 1985	3,530,000
9	April 30, 1986	3,530,000
10	October 31, 1986	3,530,000
11	April 30, 1987	3,530,000
12	October 31, 1987	3,530,000
13	April 30, 1988	3,530,000
14	October 31, 1988	3,530,000
15	April 30, 1989	3,530,000
16	October 31, 1989	3,530,000
17	April 30, 1990	3,530,000
18	October 31, 1990	3,530,000
19	April 30, 1991	3,530,000



20	October 31,1991	3,530,000
21	April 30,1992	3,530,000
22	October 31,1992	3,530,000
23	April 30,1993	3,530,000
24	October 31,1993	3,530,000
25	April 30,1994	3,530,000
26	October 31,1994	3,530,000
27	April 30,1995	3,530,000
28	October 31,1995	3,530,000
29	April 30,1996	3,530,000
30	October 31,1996	3,530,000

105,900,000

SCHEDULE (2)

Project Description

Project consists of the following:

Part A: Mechanical Works

- 1-Kaohsiung Loco & Car Shed Adaptation.
- 2-Taipei Workshop Adaptation.
- 3-Nankang Loco & Shed.
- 4-Procurement of Looos with Spares and Tool.
- 5-Procurement of equipments.

Part B:Civil Works

- 1-Track strengthening coast line between Chunan and Changhua.
- 2-Track strengthening Changhua to Kaohsiung.
- 3-Track strengthening, Keelung to Changhua.
- 4-Line extention, Nanshih (north) to Pai-Sha-Tuen.
- 5-Procurement of Machinerries for strengthening track.
- 6-Clearance Improvement for tunnels.
- 7-Clearnace Improvement for Highway Over-bridge.
- 8-Clearance Improvement for Over-bridge and Construction of Subways.



9-Clearance Improvement for platform canopy.

10-Improvement of Station Yard.

11-Nankang Coach Yard.

12-Construction of Service Line.

13-Miscellaneous.

Part C:Electrical Works

1-Equipments.

2-Substation & Remote Control.

3-Telecommunication.

4-Interference Immunization.

5-Improvement of Illumination.

6-Modification to existing signals.

Part D:Others.

1-Taipei Sungshau house & cranes.

2-Computer Equipment & Trucks.

SCHEDULE (3)

Financiing Plan (1)

Financing Ins- titution	Loan Agreement	Date Signed	Amount (expre- ssed In US Do- llars)
A) Group led by Eximbank & composed of:			
1 Bank of America national Trust and Savings Associat- ion	1 Loan agreem- ent group (A)	Jan. 10,1975	7,333,333.34 E\$ (2)
	2 Loan agreem- ment group (B)	Jan. 10,1975	7,333,333.34 E\$ (3)



2 Morgan Guaranty Trust Company of New York	1 Loan agreement group (A)	Jan. 10,1975	7,333,333.34
)		E\$
	2 Loan agreement group (B)	Jan. 10,1975	7,333,333.34
)		&
3 Republic National Bank of Dallas	1 Loan agreement group (A)	Jan. 10,1975	7,333,333.34
)		E\$
	2 Loan agreement group (B)	Jan. 10,1975	7,333,333.34
)		&
4 Export-Import Bank of the United States (Eximbank)	Loan Agreement	Jan. 10,1975	44,000,000.00
	t		&

			88,000,000.00
			&
B) Group led by Industrial National Bank of Rhode Island & composed of:			
1 Industrial National Bank of Rhode	Loan Agreement	March 15,1975	2,000,000.00
	t	5	



Island				
2 Commerce Union Bank	Loan Agreement	March 15, 1975	2,000,000.00	
3 State Street Bank and Trust Company	Loan Agreement	March 15, 1975	2,000,000.00	
4 City National Bank of Detroit	Loan Agreement	March 15, 1975	2,000,000.00	
Sub-Total 1:			8,000,000.00	
C) Chemical Bank International of San Francisco as agent to the following:				
1 Chemical Bank	Loan Agreement	Nov. 14, 1975	10,000,000.00	
2 First Pennsylvania Bank	Loan Agreement	Nov. 14, 1975	4,000,000.00	
Sub-Total				14,000,000.00
D) Svenska Handelsbanken	Loan Agreement	March 18, 1974	15,000,000.00	
E) Group led by Lazard Brothers	Loan Agreement	March 15, 1974	165,000,000.00	



	-thers & Co.				
	with the pa-				
	rticipation				
	of Barclays				
	Bank Intern-				
	ational, Mi-				
	dland Bank				
	Limited, Na-				
	tional West-				
	minster Lim-				
	ited, Amex				
	Internation-				
	al Limited.				

- (1) Excluding the participation of the Borrower, the Association and the Saudi Fund.
- (2) E\$ means European Dollars.
- (3) \$ means Dometic Dollars.