No. 6766

INTERNATIONAL DEVELOPMENT ASSOCIATION
and
INDIA

Development Credit Agreement—*Bombay Port Project* (with related letter, annexed Development Credit Regulations No. 1 and Project Agreement between the Association and the Trustees of the Port of Bombay). Signed at Washington, on 14 September 1962

Official text: English.

Registered by the International Development Association on 5 June 1963.

ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT
et
INDE

Contrat de crédit de développement — *Projet relatif au port de Bombay* (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 les *Trustees* du port de Bombay). Signé à Washington, le 14 septembre 1962

Texte officiel anglais.

Enregistré par l'Association internationale de développement le 5 juin 1963.

No. 6766. DEVELOPMENT CREDIT AGREEMENT[1] (*BOMBAY PORT PROJECT*) BETWEEN INDIA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION. SIGNED AT WASHINGTON, ON 14 SEPTEMBER 1962

AGREEMENT, dated September 14, 1962, between INDIA, acting by its President (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS the Borrower and the Trustees of the Port of Bombay have requested the Association to assist in the financing of the Port of Bombay Expansion and Improvement Project ;

WHEREAS the Trustees of the Port of Bombay will, with the Borrower's assistance, carry out or cause to be carried out the Port of Bombay Expansion and Improvement Project, and, as part of such assistance, the Borrower will make available to the Trustees of the Port of Bombay the proceeds of the development credit provided herein ; and

WHEREAS the Association is willing to make a development credit available on the terms and conditions provided herein and in a project agreement of even date[2] herewith between the Association and the Trustees of the Port of Bombay ;

NOW THEREFORE the parties hereto hereby agree as follows :

Article I

DEVELOPMENT 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] subject, however, to the modifications thereof set forth in Section 1.02 of this Agreement (said Development Credit Regulations No. 1 as so modified being hereinafter called the Regulations), with the same force and effect as if they were fully set forth herein.

[1] Came into force on 1 November 1962, upon notification by the Association to the Government of India.

[2] See p. 282 of this volume.

Section 1.02. (*a*) Paragraph 5 of Section 9.01 of the said Development Credit Regulations No. 1 is amended to read as follows :

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

(*b*) Section 6.02 of the said Development Credit Regulations No. 1 is amended by inserting the words "or the Project Agreement" after the words "the Development Credit Agreement".

Section 1.03. Unless the context otherwise requires, the following terms, wherever used in this Agreement or in the Regulations, shall have the following meanings :

(*a*) "Board" means the Trustees of the Port of Bombay, a body corporate organized and existing under the laws of India.

(*b*) "Project Agreement" means the Project Agreement (Bombay Port Project) of even date herewith between the Association and the Board and shall include any amendments thereto made by agreement between the Association and the Board.

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 eighteen million dollars ($18,000,000).

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. (*a*) The Borrower shall be entitled, subject to the provisions of this Agreement and the Regulations, to withdraw from the Credit Account (i) such amounts as shall have been expended for the reasonable cost of goods required for the carrying out of the Project, and (ii) if the Association shall so agree, such amounts as shall be required to meet payments to be made for the reasonable cost of the foregoing.

(*b*) Except as the Borrower and the Association shall otherwise agree, no withdrawals shall be made on account of (i) expenditures prior to August 1, 1961 or (ii) expenditures in the currency of the Borrower or for goods produced in (including services supplied from) the territories of the Borrower.

Section 2.04. Withdrawals from the Credit Account shall be in such freely convertible currency or currencies as the Association shall from time to time reasonably select.

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 payable semi-annually on January 15 and July 15 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 January 15 and July 15 commencing January 15, 1973 and ending July 15, 2012, each instalment to and including the instalment payable on July 15, 1982 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 Schedule 1[1] 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.

Section 3.03. The Project will be carried out by the Board in accordance with the Project Agreement.

Article IV

PARTICULAR COVENANTS

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

(*b*) The Borrower shall cause the Board punctually to perform all the covenants and agreements on its part to be performed as set forth in the Project Agreement ;

[1] See p. 278 of this volume.

shall take or cause to be taken all action which shall be necessary on its part to enable the Board to perform all such covenants and agreements, and it shall not take or cause to be taken any action that would interfere with the performance by the Board of such covenants and agreements.

(*c*) The Borrower shall at all times make or cause to be made available to the Board, promptly as needed, all sums which shall be required for the carrying out and completion 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 imposed under the laws of the Borrower or laws in effect in its territories 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