

No. 9023

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

Letter Agreement relating to technical assistance for surveys of river ports and waters in the Province of East Pakistan (with attached Letter Agreement between the Bank and the Province of East Pakistan). Signed at Washington, on 26 August 1964

Official text: English.

Registered by the International Bank for Reconstruction and Development on 14 March 1968.

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

Lettre d'accord relative à l'octroi d'une assistance technique pour les études sur les ports fluviaux et les voies fluviales dans la Province du Pakistan oriental (avec, en annexe, une lettre d'accord entre la Banque et la Province du Pakistan oriental). Signée à Washington, le 26 août 1964

Texte officiel anglais.

Enregistrée par la Banque internationale pour la reconstruction et le développement le 14 mars 1968.

No. 9023. LETTER AGREEMENT¹ BETWEEN THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND PAKISTAN RELATING TO TECHNICAL ASSISTANCE FOR SURVEYS OF RIVER PORTS AND WATERS IN THE PROVINCE OF EAST PAKISTAN. SIGNED AT WASHINGTON, ON 26 AUGUST 1964

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
WASHINGTON, D. C.

August 26, 1964

Minister of Finance
Department of Finance
Islamic Republic of Pakistan
Rawalpindi, Pakistan

Letter re: *Technical Assistance Agreement*

Dear Mr. Minister:

I am writing in connection with consulting services for the Surveys of river ports and waterways in East Pakistan, and I am attaching a copy of a letter agreement between the Bank and the Province of East Pakistan relating to these Surveys.

It is our understanding that the Islamic Republic of Pakistan supports the Surveys and is in agreement with the terms and conditions of the attached letter agreement.

It is our further understanding that the Islamic Republic of Pakistan will take such action as may be necessary to assist the Province of East Pakistan in carrying out its obligations with respect to the Surveys.

If you agree with the foregoing, please so indicate by signing the form of confirmation on the attached copy of this letter and returning it to the Bank.

Very truly yours,

International Bank for Reconstruction
and Development:
By G. Stewart MASON

Confirmed:
Islamic Republic
of Pakistan:
By A. G. N. KAZI
Authorized Representative

¹ Came into force on 26 August 1964 by signature.

LETTER AGREEMENT¹ BETWEEN THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE PROVINCE OF EAST PAKISTAN

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
WASHINGTON, D.C.

August 26, 1964

Minister of Finance of East Pakistan
Dept. of Finance
Dacca, East Pakistan

*Technical Assistance Agreement
Inland Water Transport Project*

Dear Mr. Minister:

1. I am writing in connection with consulting services for the Surveys of river ports and waterways in East Pakistan which form part of the Inland Water Transport Project (the "Project") covered by a Development Credit Agreement between the International Development Association (the "Association") and the Islamic Republic of Pakistan (the "Borrower"), and a Project Agreement between the Association and the Province of East Pakistan (the "Province"), both dated August 26, 1964.²

2. The Surveys are to be undertaken in accordance with the terms of the Agreements of November 1, 1962, and June 22, 1964, between the East Pakistan Inland Water Transport Authority (the "Authority") and the Netherlands Engineering Consultants (the "Consultant"). In order to assist the Province in carrying out the Project, the Bank will pay the foreign exchange cost of the Consultant's services for the Surveys subject to the following terms and conditions:

(a) The Bank will pay up to the equivalent of U.S. \$950,000 to finance the following:

- (i) the actual foreign exchange cost incurred for salaries, fees, mobilization expenses, and contingencies of the Consultant's services for the surveys set forth under Part I, Part II and item 9 of Part III of Schedule V to the Agreement dated November 1, 1962;
- (ii) the actual foreign exchange cost incurred for salaries, fees, mobilization expenses, preparation of maps, model scale test, and contingencies of the Consultant's services for the surveys set forth in Part I, Part II and items 9, 10 and 11 of Part III of Annex 3 of the Agreement dated June 22, 1964; and
- (iii) the actual foreign exchange cost incurred after August 26, 1964 for the travel of team-members and their families or allowances in lieu thereof and of experts and directors as provided for in Part III, item 1 of Schedule V to the Agreement dated November 1, 1962 and in Part III, item 1 of Annex 3 of the Agreement dated June 22, 1964.

(b) No payment shall be made pursuant to this letter until the Association shall have declared effective the Development Credit Agreement referred to above.

¹ Came into force on 22 October 1964 in accordance with paragraph 2 (b) and (c).

² United Nations, *Treaty Series*, Vol. 535, p. 263.

(c) Payments will be made by the Bank to the Province upon receipt of evidence satisfactory to the Bank that the Province has made payments to the Consultant, and that the Surveys are being carried out in accordance with the terms of the Agreements mentioned above and of this letter.

(d) Payments will be made in Netherlands guilders and will be made to the account of the Province. Prior to requesting any payment, the Province shall submit to the Bank appropriate evidence of authority of the person or persons authorized to request such payments and the specimen signatures of such person or persons.

(e) (i) The Province shall provide promptly as required all sums or other resources for the Consultant's services for the Surveys.

(ii) The Province will make available to the Authority, as a grant, such sums as are required to meet the local currency cost of the Consultant's services for the Surveys.

(iii) The Province shall cause the Surveys to be carried out with due diligence and efficiency.

(f) Any modification or amendment of the terms and conditions of the Agreements between the Authority and the Consultant referred to above or of any arrangements between the said parties shall be subject to the prior approval of the Bank.

(g) The Province shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request with regard to the Surveys. Such information shall include, *inter alia*, copies of any reports submitted by the Consultant to the Province.

(h) The Bank's undertaking to provide the assistance referred to in paragraph 2 (a) hereof shall terminate upon (i) termination, for any reason, of the Agreements between the Authority and the Consultant, (ii) the cessation or suspension of the works described in those Agreements, or (iii) suspension by the Association in whole or in part of the right of the Borrower to make withdrawals from the Credit Account for Credit No. 65-PAK (*Inland Water Transport Project*) pursuant to Section 5.02 of the Development Credit Regulations No. 1 of June 1, 1961, as amended by the Development Credit Agreement referred to above.

If you agree with the foregoing, please so indicate by signing the form of confirmation on the enclosed copy of this letter and returning it to the Bank.

Very truly yours,

International Bank for Reconstruction
and Development:

J. Burke KNAPP
Vice-President

Confirmed:

Province of
East Pakistan:

By A. G. N. KAZI
Authorized Representative