No. 9624

INTERNATIONAL DEVELOPMENT ASSOCIATION and CEYLON

Development Credit Agreement—Highway Project (with annexed Credit Regulations No. 1, as amended). Signed at Washington on 12 November 1968

Authentic text: English.

Registered by the International Development Association on 11 June 1969.

ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT

et CEYLAN

Contrat de crédit de développement — Projet relatif aux routes (avec, en annexe, le Règlement n° 1 sur les crédits de développement, tel qu'il a été modifié). Signé à Washington le 12 novembre 1968

Texte authentique: anglais.

Enregistré par l'Association internationale de développement le 11 juin 1969.

DEVELOPMENT CREDIT AGREEMENT 1

AGREEMENT, dated November 12, 1968, between the Government of Ceylon (hereinafter called the Borrower) and International Development Association (hereinafter called the Association).

Whereas (A) the Borrower has requested the Association to provide a credit to it in an aggregate principal amount equivalent to \$4,900,000 to assist the Borrower in financing the Project described in Schedule 1 to this Development Credit Agreement;

- (B) the Borrower has also requested the International Bank for Reconstruction and Development (hereinafter called the Bank) to provide additional assistance towards financing the Project;
- (C) by an agreement of even date herewith between the Bank and the Borrower, the Bank is agreeing to provide such assistance (hereinafter called the Loan)² in an aggregate principal amount equivalent to \$4,900,000; and

WHEREAS the Association has agreed, on the basis of the foregoing, to provide a credit to the Borrower upon the terms and conditions hereinafter set forth;

Now therefore the parties hereto hereby agree as follows:

Article I

CREDIT REGULATIONS

Section 1.01. The parties of this Development Credit Agreement accept all the provisions of Development Credit Regulations No. 1 of the Association dated June 1, 1961 as amended February 9, 1967³ (said Development Credit Regulations No. 1 being hereinafter called the Credit Regulations), with the same force and effect as if they were fully set forth herein.

¹ Came into force on 12 February 1969, upon notification by the Association to the Government of Ceylon.

<sup>See p. 49 of this volume.
See p. 110 of this volume.</sup>

Article II

THE CREDIT

- Section 2.01. The Association agrees to make available to the Borrower, on the terms and conditions in this Development Credit Agreement set forth or referred to, a development credit in an amount in various currencies equivalent to four million nine hundred thousand dollars (\$4,900,000).
- Section 2.02. (a) 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.
- (b) 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 Development Credit Agreement and the Credit Regulations and in accordance with the Allocation of the Proceeds of the Credit and of the Loan set forth in Schedule 2 to this 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 and the Association.
- Section 2.03. (a) The Borrower shall be entitled to withdraw from the Credit Account in respect of the reasonable cost of goods required for the Project and to be financed under this Development Credit Agreement:
- (i) such amounts as shall have been paid (or, if the Association shall so agree, such amounts as shall be required to meet payments to be made) in currencies other than currency of the Borrower for expenditures under Categories A, B, C, D (2), E, and F of the Allocation of the Proceeds of the Credit and of the Loan set forth in Schedule 2 to this Development Credit Agreement; and
- (ii) the equivalent of forty per cent (40 %) of such amounts as shall have been paid for expenditures under Category D (1) of said Schedule 2; provided, however, that if there shall be an increase in the estimate of expenditures under such Category D (1), the Association may by notice to the Borrower adjust the above percentage as required in order that withdrawals of the amount of the Credit then allocated to such Category D (1), and not withdrawn may continue 'pro rata with the expenditures remaining to be made under such Category D (1).
 - (b) No withdrawals shall be made on account of:
- (i) expenditures made prior to the date of this Development Credit Agreement; or

- (ii) expenditures made in the territories of any country which is not a member of the Bank (except Switzerland) or foods produced in (including services supplied from) such territories.
- Section 2.04. The currency of the United Kingdom of Great Britain and Northern Ireland is hereby specified for the purposes of paragraph (a) of Section 3.02 of the Credit Regulations.
- 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.
- Section 2.06. Service charges shall be payable semi-annually on February 1 and August 1 in each year.
- Section 2.07. The Borrower shall repay the principal amount of the Credit withdrawn from the Credit Account in semi-annual installments payable on each February 1 and August 1 commencing February 1, 1979 and ending August 1, 2018, each installment to and including the installment payable on August 1, 1988 to be one-half of one per cent ($\frac{1}{2}$ of 1%) of such principal amount, and each installment thereafter to be one and one-half per cent ($\frac{1}{2}$ %) of such principal amount.

Article III

Use of Proceeds of the Credit

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

Section 3.02. Except as the Association shall otherwise agree:

- (i) the goods, other than services of consultants, to be financed out of the proceeds of the Credit 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 in February 1968, (hereinafter referred to as the Guidelines), and in accordance with such other procedures supplementary thereto as are set forth in Schedule 3 to this Development Credit Agreement, and as shall be agreed between the Borrower and the Association;
- (ii) contracts for the procurement of all goods to be financed out of the proceeds of the Credit, excepting those procured under paragraph A (4) of Schedule 3 hereto, shall be subject to the approval of the Association.

Section 3.03. Except as 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 of the Project.

Article IV

PARTICULAR COVENANTS

- Section 4.01. (a) The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound administrative, engineering, financial, and highway practices, and shall make available, promptly as needed, all funds, facilities, services, and other resources required for the purpose.
- (b) To assist in carrying out each part of the Project described in Schedule 1 hereto, except for Part III (h-s) thereof, the Borrower shall employ or cause to be employed competent and experienced consultants acceptable to the Association, to an extent, and upon such terms and conditions, as shall have been approved by the Association.
- (c) The Borrower shall cause the works included in Part III (a-g) of the Project to be carried out by a contractor acceptable to the Association, employed under a contract which shall have been approved by the Association.
- (d) The general design standards to be used for the works included in the Project are set out in Schedule 4 hereof, subject to modification by agreement between the Borrower and the Association.
- (e) The Borrower shall furnish or cause to be furnished to the Association, promptly upon their preparation, the reports, plans, specifications, contract documents, and work schedules for the Project and any material modifications subsequently made therein, in such detail as the Association shall reasonably request.
- Section 4.02. (a) The Borrower shall take all necessary steps to introduce and implement as soon as practicable measures designed to ensure that the dimensions and axleloads of vehicles using the roads and bridges included in its public highway system shall not exceed limits consistent with the design standards of such roads and bridges.
- (b) The Borrower shall establish and maintain facilities to collect and record, in accordance with sound statistical methods and procedures, such technical, economic and financial information as shall be required for future transport planning and in particular, for the proper planning of maintenance, improvement and extension of the Borrower's public highway system.

Section 4.03. The Borrower shall maintain or cause to be maintained records adequate to identify the goods financed out of the proceeds of the Credit, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and the operations and financial condition, with respect to the public highway system, of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof; shall enable the Association's representatives to inspect the Project, the goods and any relevant records and documents; and shall furnish or cause to be furnished to the Association all such information as the Association shall reasonably request concerning the expenditures of the proceeds of the Credit, the Project, the goods to be financed out of the proceeds of the Credit, and the operations and administration with respect to the Project, of the agency or agencies of the Borrower responsible for carrying out the Project or any part thereof.

Section 4.04. Except as the Borrower and the Association shall otherwise agree, the Borrower undertakes to have the imported goods to be financed out of the proceeds of the Credit insured against marine, transit and other hazards incident to 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 useable by the Borrower to replace or repair such goods.

- Section 4.05. (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, the maintenance of the service thereof, the Project, and the operations, administration and financial condition, with respect to the public highway system, of the agency or agencies of the Borrower responsible for carrying out the Project or any part thereof.
- (c) 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, the maintenance of the service thereof or the performance by the Borrower of its obligations under the Development Credit Agreement.
- (d) 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 4.06. 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 4.07. This Development Credit 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 Credit 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 Credit Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Association to the Borrower, then, at any subsequent time during the continuance thereof, the Association, at its option, may declare the principal of the Credit then outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Development Credit Agreement to the contrary notwithstanding.

Article VI

TERMINATION; MISCELLANEOUS

Section 6.01. The date January 15, 1969 is hereby specified for the purposes of Section 8.04 of the Credit Regulations.

Section 6.02. The obligations of the Borrower under Sections 4.01 through 4.04 of this Development Credit Agreement shall terminate on the date on which this Development Credit Agreement shall terminate or an a date ten years after the date of this Development Credit Agreement, whichever shall be the earlier.

Section 6.03. The Closing Date shall be June 30, 1973 or such other date as may from time to time be agreed between the Borrower and the Association.

Section 6.04. The following addresses are specified for the purposes of Section 7.01 of the Credit Regulations:

For the Borrower:

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

Alternative address for cables:

Secminplan Colombo

For the Association:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Alternative address for cables:

Indevas Washington, D.C.

Section 6.05. The Permanent Secretary of the Ministry of Planning and Economic Affairs of the Borrower is designated for the purposes of Section 7.03 of the Credit Regulations.

In WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Development Credit 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 Development Association:

By J. Burke KNAPP Vice President

SCHEDULE 1

DESCRIPTION OF PROJECT

The Project consists of the following parts:

I. A three-year road rehabilitation and maintenance pilot program for the area included in the Southern Division of the Borrower's Public Works Department, including the provision of equipment therefor.

II. The improvement of workshop facilities for major repairs and overhaul of highway equipment, including the provision of equipment for the proposed central workshops, and the provision of equipment to meet the most urgent maintenance needs of the Divisions, other than the Southern Division, of the Public Works Department.

III. The replacement of the following 19 bridges by twolane bridges designed to the loading requirements for major routes in Ceylon:

Item	Location of the Bridge	On Route	Milepost Structure No.
(a)	Deduru Oya, Kurunegala	A-6	64/2
(b)	Nalanda Oya, Kandy-Jaffna Road	A-9	32/1
(c)	Mirisgoni Oya, Dambulla		47/3
(d)	Colombo-Trincomalee Road		117/2
(e)	Colombo-Trincomalee Road	A-6	123/3
(<i>f</i>)	Dambulla Oya, Kandy-Jaffna Road	A-9	42/2
(g)	Dambulla	A-6	91/3
(h)	Walawe Ganga, Ambalantota	A-2	141/1
(i)	Wee Oya, Yatiyantota	A-7	49/7
(j)	Deduru Oya, Chilaw	A-3	52/5
(k)	Kalu Ganga, Ratnapura	A-4	64 /8
(l) \cdot	Kirindi Oya, Wellawaya	A-4	139/1
(m)	Liyan Oya, Kitulgala	A-7	61/14
(n)	Puttalam-Jaffna Road	A-12	72/2
(o)	Kelani Ganga, Avissawella	A-7	38/2
(p)	Kelani Ganga, Avissawella-Nuwara Eliya .	A-7	46/I
(q)	Kutugas Ela, Ratnapura	A-4	63/4
(\hat{r})	Ellawala Oya, Kiriella	A-8	33/5
(s)	Sengal Oya, Chilaw	A-3	58/4

- IV. (a) Feasibility studies for the following road sections, totalling to about 250 miles, including a study to define the main routes in and from the city of Colombo:
 - (i) the Colombo-Kandy-Katugastota road (about 70 miles), route A-1 and part of route A-9;
- (ii) the Colombo-Galle road (about 70 miles), part of route A-2;
- (iii) the Colombo-Negombo road (about 20 miles), part of route A-3;
- (iv) the Hanwella-Avissawella-Ginigathena road (about 40 miles), part of route A-4 and of route A-7; and
- (v) the Batticaloa-Trincomalee road (about 50 miles), part of route A-15; and
- (b) Detailed engineering and preparation of bidding documents for about 100 miles of road sections included in the feasibility studies and acceptable to the Association.

- V. The reorganization, in accordance with a detailed program established in consultation with the Association, of the administration of the Borrower's highway organization and the establishment of transport coordination machinery. The main features of such reorganization are:
- (a) the establishment, within one year from the Effective Date of this Development Credit Agreement, of a separate highway organization, including at least one economist, which will be entrusted with all responsibility for the administration, planning, design, construction and maintenance of all roads, projects, ferries, workshops and related facilities included in the Borrower's public highway system. The organization of such highway organization, the procedures under which it will operate, be staffed and financed, shall be determined by the Borrower in consultation with the Association and with the assistance of the consultants referred to in Section 4.01 (b) hereof with respect to this part of the Project, and shall insure that such highway organization will not be responsible for activities unrelated to the Borrower's public highway system except as may be required, to the Association's satisfaction, in the interest of greater efficiency and economy;
- (b) the gradual phasing out throughout the territories of the Borrower, of the system whereby road construction and maintenance is carried out by using overseers, and its replacement as rapidly as practicable by a system in which these operations will be under the direct control of professionally qualified engineers in its highway organization; this phasing out will be accomplished in the Southern Division in conjunction with the carrying out of Part I of the Project;
- (c) the establishment, within the Borrower's Ministry of Planning and Economic Affairs, of a unit which shall generally advise the Borrower on matters related to coordination between the various modes of transport, in order to provide effective transport planning and coordination and to assist in formulating and implementing a sound national transport policy. This transport coordination unit shall be responsible for centralizing the investment proposals of all departments and agencies of the Borrower in any way related to transport, for verifying with respect to all such proposals that they are adequately documented and supported, for analyzing and evaluating all such proposals, and for assigning to each proposal such economic priority as such proposal justifies. In addition, such unit shall make recommendations to the appropriate transport agency on rates and fares which would reflect the economic costs of the services provided by the different transport modes;
- (d) the carrying out of a study designed to evaluate the economic costs of providing roads and road transport and to recommend appropriate pricing policies for determining road user charges;
- (e) the establishment within the Ceylon Government Railway of a cost analysis unit which will evaluate the economic costs of railway transport and recommend appropriate pricing policies for determining railway tariffs.

The Project is expected to be completed by December 31, 1972.

SCHEDULE 2

ALLOCATION OF THE PROCEEDS OF THE CREDIT AND OF THE LOAN

Category	Maximum Amounts Expressed in Dollar Equivalent
 A. Equipment for the road rehabilitation and maintenance pilot program B. Workshop and other equipment	3,200,000 1,300,000
by the Ministry of Public Works, Posts and Tele- communications	1,170,000
(I) Civil works	330,000 100,000 1,800,000 630,000 1,270,000 9,800,000

ALLOCATION OF THE PROCEEDS OF THE CREDIT

1. The amount of the Credit shall be withdrawn from the Credit Account as provided under Article II of the Development Credit Agreement, and shall be applied to expenditures under any of the Categories hereof, until the total of withdrawals and commitments in respect of such expenditures shall have reached the equivalent of \$4,900,000.

ALLOCATION OF THE PROCEEDS OF THE LOAN

2. The amount of the Loan may be withdrawn from the Loan Account as provided under Article II of the Loan Agreement and shall be applied to expenditures under any of the Categories hereof incurred after the amount of the Credit shall have been exhausted.

REALLOCATION UPON CHANGE IN COST ESTIMATES

- 3. If the estimate of the cost of the items included in any of the Categories A through F shall decrease, the amount then allocated to, and no longer required for, such Category will be reallocated to Category G by the Association or by the Bank, as the case may be.
- 4. If the estimate of the cost of the items included in any of the Categories A through F shall increase, an amount equal to the portion, if any, of such increase to be financed out of the proceeds, will be allocated at the request of the Borrower to such Category from Category G by the Association or by the Bank, as the case may be, subject, however, to the requirements for contingencies, as determined by the Association and by the Bank, in respect of the cost of the items in the other Categories.

SCHEDULE 3

PROCUREMENT OF GOODS

- A. I. With respect to goods in Categories A, B, and C as set out in Schedule 2 of this Development Credit Agreement, identical or similar items of equipment will be grouped together wherever practicable for purposes of bidding and procurement, and such grouping of items will be subject to the approval of the Association. In addition, each item of such equipment will, wherever practicable, be procured with an initial supply of spare parts equal to approximately 20 % of the basic cost of the item.
- 2. Prior to inviting bids with respect to goods in Categories A, B, and C of said Schedule 2, information concerning the advertising coverage as well as the bidding documents and draft contracts shall be submitted to the Association for its approval. Subsequent to such approval, bids will be invited and the time interval referred to in Section 3.1 of the Guidelines, between the invitation to bid and bid opening, shall be equal to at least 60 days.
- 3. Before awards of contracts are made with respect to goods in such Categories A, B, or C of said Schedule 2, the Borrower shall send to the Association for its approval an evaluation of the bids received and the Borrower's proposals concerning the contract and the award. Bids will be evaluated in accordance with Section 3.7 of the Guidelines, and taking into account the advantages resulting from the standardization of equipment and the manufacturer's spares and servicing facilities. If it is proposed to award the contract to other than the bidder offering the lowest evaluated price, the reason for such an exception to Section 3.9 of the Guidelines shall be stated. One conformed copy of the contract for such goods shall promptly be sent to the Association.
- 4. For items or groups of items from such Categories A, B, or C of Schedule 2 for which the grouping referred to in paragraph A (1) above is not practicable and the value of which is small, competitive bidding may be dispensed with, provided that the Borrower shall send to the Association for its approval details of the proposed procurement procedure as well as periodic lists of such items indicating the expected price of such goods and the intended suppliers thereof.
- B. 1. With respect to the procurement of civil works for the replacement of the seven bridges listed under items (a) through (g) of Part III of the Description of Project in Schedule I, and included in Category D of Schedule 2 to this Development Credit Agreement, potential bidders will be prequalified under Section 1.3 of the Guidelines. Notice of the prequalification will be given wide advertising coverage acceptable to the Association both in Ceylon and in other countries, and a period of not less than 45 days will be allowed for submission of prequalification documents, such period to start from the date of delivery to representatives of member countries of the Bank and Switzerland in Ceylon of such notice of prequalification.

- 2. The civil works referred to in paragraph B (1) should be bid and awarded as a single contract. The time interval referred to in Section 3.1 of the Guidelines between the invitation to bid and bid opening shall be equal to at least 60 days.
- 3. Prior to inviting bids with respect to such civil works referred to in paragraph B (1), information concerning the advertising coverage as well as the bidding documents, the draft contracts, and the list of prequalified firms proposed to be invited to bid shall be submitted to the Association for its approval.
- 4. Before awarding the contract with respect to such civil works referred to in paragraph B (1), the Borrower shall submit to the Association for its approval an abstract and an evaluation of the bids received, the Consultants' and the Borrower's evaluation thereof, and the Borrower's proposal concerning the contract and the award. The contract will be awarded to the bidder offering the lowest evaluated bid determined to be the most favorable in regard to technical and financial considerations and practices. If it is proposed to award the contract to other than the bidder offering the lowest evaluated price, the reason for such an exception to Section 3.9 of the Guidelines shall be stated. Within 45 working days after obtaining the Association's approval required herein, the Borrower shall award the contract and make it effective. One certified copy of the signed contract shall promptly be sent to the Association.
- 5. Bids will be accompanied by a bid bond or bank guarantee under Section 2.5 of the Guidelines, which shall be at least equal to 3 % of the estimated contract price. The successful contractor will furnish a 100 % performance bond or a bank guarantee at least equal to 10 % of the contract price, in accordance with Section 2.6 of the Guidelines. In addition, the contract will provide, under Section 4.5 of the Guidelines, for retention money at least equal to 10 % of the amount payable under each monthly invoice until a total amount equal to 5 % of the total contracting price shall have been reached. Any amount so withheld as retention money will be released upon the contractor's full performance of the contract, which will include a warranty period for defective work equal to one year.

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SCHEDULE 4. C	General :	Design	STANDARDS
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	Terrain (Moun- tainous, Design Rolling Speed & Flat) (mph)		Roadway		Horizontal Alignment; radius in feet		Vertical Alignment		Right-of-Way (ft)		
Design Average Daily Traffic (Passenger Car Units) ¹		Speed	peed	Pavement (ft)	Shoulders (ft)	Normal minimum	A bsolule minimum		Absolute maximum %	Normal minimum	Absolute minimum
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In excess of 12,000	M	50	·	2 6 24	9	820	675	5	7	1	
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	\mathbf{F}	70	₩	$2 \odot 24$	10	1,910	1.430	3	5	J	

Note. This Table is a summary of design standards adopted by PWD in 1968. Carriageway width across structures wil be not less than

INTERNATIONAL DEVELOPMENT ASSOCIATION

DEVELOPMENT CREDIT REGULATIONS No. 1, DATED 1 JUNE 1961, AS AMENDED 9 FEBRUARY 1967

REGULATIONS APPLICABLE TO DEVELOPMENT CREDIT AGREEMENTS WITH MEMBER GOVERNMENTS

[Not published herein. See United Nations, Treaty Series, vol. 617, p. 60.]