

No. 10869

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

**Loan Agreement—*Population Project* (with annexed General  
Conditions Applicable to Loan and Guarantee Agree-  
ments). Signed at Washington on 18 June 1970**

*Authentic text: English.*

*Registered by the International Bank for Reconstruction and Development on  
2 December 1970.*

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

**Contrat d'emprunt — *Projet relatif à la population* (avec, en  
annexe, les Conditions générales applicables aux con-  
trats d'emprunt et de garantie). Signé à Washington le  
18 juin 1970**

*Texte authentique : anglais.*

*Enregistré par la Banque internationale pour la reconstruction et le développement  
le 2 décembre 1970.*

## LOAN AGREEMENT<sup>1</sup>

AGREEMENT, dated June 18, 1970, between JAMAICA (hereinafter called the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

### *Article I*

#### GENERAL CONDITIONS; DEFINITIONS

*Section 1.01.* The parties to this Loan Agreement accept all the provisions of the General Conditions Applicable to Loan and Guarantee Agreements of the Bank, dated January 31, 1969,<sup>2</sup> with the same force and effect as if they were fully set forth herein (said General Conditions Applicable to Loan and Guarantee Agreements of the Bank being hereinafter called the General Conditions).

*Section 1.02.* Wherever used in this Loan Agreement, unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth, and the following additional term has the following meaning:

“Board” means the national family planning board or other authority to be established by the Borrower in accordance with Section 5.02 (a) of this Agreement.

### *Article II*

#### THE LOAN

*Section 2.01.* The Bank agrees to lend to the Borrower, on the terms and conditions in this Loan Agreement set forth or referred to, an amount in various currencies equivalent to two million dollars (\$2,000,000).

*Section 2.02.* (a) The Bank shall open a Loan Account on its books in the name of the Borrower and shall credit to such Account the amount of the Loan.

<sup>1</sup> Came into force on 2 November 1970, upon notification by the Bank to the Government of Jamaica.

<sup>2</sup> See p. 234 of this volume.

(b) The amount of the Loan may be withdrawn from the Loan Account as provided in, and subject to the rights of cancellation and suspension set forth in, this Loan Agreement and in accordance with the allocation of the proceeds of the Loan set forth in Schedule I to this 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 Bank.

*Section 2.03.* (a) The Borrower shall be entitled to withdraw from the Loan Account in respect of the reasonable cost of goods or services required for the Project and to be financed under this Loan Agreement:

- (i) such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for goods or services included in Category I of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement; provided, however, that withdrawals in respect of such expenditures shall not exceed (A) in the case of goods produced in the territories of member countries of the Bank (and Switzerland) other than the Borrower, the CIF cost of such goods at the Borrower's port of entry and (B) in the case of goods produced in the territories of the Borrower, the FOB cost of such goods at the factory of manufacture; and
- (ii) the equivalent of fifty per cent (50%) of such amounts as shall have been paid (or, if the Bank shall so agree, as shall be required to meet payments to be made) for goods or services included in Categories II and III of said allocation of the proceeds of the Loan;

provided, however, that if there shall be an increase in the estimate of such payments for goods or services included in Category II, the Bank may by notice to the Borrower adjust the stated percentage applicable to such Category as required in order that withdrawals of the amount of the Loan then allocated to such Category and not withdrawn may continue *pro rata* with the payments remaining to be made for goods or services included in such Category.

(b) The Borrower shall also be entitled to withdraw from the Loan Account such amounts as shall be required to meet payments to be made for interest and other charges on the Loan accrued on or before December 31, 1974 or such other date as may be agreed between the Borrower and the Bank.

*Section 2.04.* (a) It is hereby agreed, pursuant to Section 5.01 of the General Conditions:

- (i) that withdrawals from the Loan Account under Categories I, II, and III of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement may be made on account of payments in the currency of the Borrower, or for goods produced in, or services supplied from, the territories of the Borrower; and
- (ii) that withdrawals from the Loan Account under Category III of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement may be made on account of payments made prior to the date of this Agreement but after February 15, 1970.

(b) No withdrawal from the Loan Account shall be made on account of payments for taxes imposed by the Borrower or any of its political subdivisions on, or in connection with the importation or supply of, goods or services included in Category I of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement.

*Section 2.05.* The Borrower shall pay to the Bank a commitment charge at the rate of three-fourths of one per cent ( $\frac{3}{4}$  of 1%) per annum on the principal amount of the Loan not withdrawn from time to time.

*Section 2.06.* The Borrower shall pay interest at the rate of seven per cent (7%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time.

*Section 2.07.* Interest and other charges shall be payable semi-annually on January 1 and July 1 in each year.

*Section 2.08.* The Borrower shall repay the principal of the Loan in accordance with the amortization schedule set forth in Schedule 2 to this Agreement.

### *Article III*

#### USE OF PROCEEDS OF LOAN

*Section 3.01.* The Borrower shall apply the proceeds of the Loan in accordance with the provisions of the Loan Agreement to expenditures on the Project, described in Schedule 3 to this Agreement.

*Section 3.02.* Except as the Bank shall otherwise agree, the goods and services to be financed out of the proceeds of the Loan 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 by the Bank in August 1969, and in accordance with such other procedures supplementary thereto as are set forth in Schedule 4 to this Agreement.

*Section 3.03.* Except as the Bank may otherwise agree, the Borrower shall cause all goods and services financed out of the proceeds of the Loan to be used exclusively in carrying out the Project

#### *Article IV*

##### BONDS

*Section 4.01.* If and as the Bank shall from time to time request, the Borrower shall execute and deliver Bonds representing the principal amount of the Loan as provided in Article VIII of the General Conditions.

*Section 4.02.* The Minister responsible for Finance of the Borrower and such other person or persons as he shall appoint in writing are designated as authorized representatives of the Borrower for the purposes of Section 8.10 of the General Conditions.

#### *Article V*

##### PARTICULAR COVENANTS

*Section 5.01. (a)* The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound administrative, financial, public health, family planning and population planning practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the purpose.

*(b)* The Borrower shall employ consultants acceptable to, and upon terms and conditions satisfactory to, the Bank (i) to prepare designs and tender documents and evaluate bids for and to supervise the construction of the buildings and facilities included in Parts A and B of the Project and (ii) to prepare specifications and evaluate tenders for the furniture and equipment for such buildings and facilities.

*(c)* Except as the Bank shall otherwise agree, the Borrower shall cause Parts A and B of the Project to be carried out by contractors acceptable to, and employed under contracts satisfactory to, the Bank.

*(d)* Except as the Bank shall otherwise agree, the Borrower shall furnish or cause to be furnished to the Bank for its approval, promptly upon their preparation, the plans, specifications, contracts, and work schedules and lists of equipment and furniture for Parts A and B of the Project and any

subsequent material modifications thereof, in such detail as the Bank shall reasonably request.

(e) The Borrower shall promptly take requisite steps to acquire or purchase all such lands, interests in land and properties and all rights, powers and privileges as may be necessary or proper for the construction and operation of the Rural Maternity Centers included in Part B of the Project and to ensure that such lands, interests in land and properties are available as needed to meet the construction schedule for Part B of the Project.

*Section 5.02.* (a) The Borrower shall establish a national family planning board or other authority to develop and implement the national family planning and population planning programs of the Borrower.

(b) The Borrower undertakes that, except as the Bank shall otherwise agree, the Board shall have an organization and shall exercise functions and responsibilities as set forth in Schedule 5 to this Agreement.

(c) The Borrower shall provide to the Board (i) funds through annual budgetary appropriations and (ii) other facilities, services and resources, required to enable the Board to implement effectively the national family planning and population planning programs developed from time to time by the Board and approved by the Borrower.

*Section 5.03.* Except as the Bank shall otherwise agree, the Borrower shall:

- (i) submit by not later than November 1, 1970 to the Bank for its comments the administrative arrangements under which the Rural Maternity Centers included in Part B of the Project will operate together with proposals for changes in the administration of the district midwifery services resulting from the introduction of the said Centers, and implement such arrangements and proposals, after taking the Bank's comments into account, in time for the completion of construction of each of the said Centers; and
- (ii) cause the studies included in Part D of the Project to be initiated promptly and carried out by consultants acceptable to and employed on terms and conditions satisfactory to the Bank under terms of reference satisfactory to the Bank, and in the case of the studies included in Part D (1) and (2) of the Project, to be completed by not later than June 30, 1971.

*Section 5.04.* Except as the Bank shall otherwise agree, the Borrower shall cause the Board:

- (i) as part of the Board's national family planning program, to reach and motivate child-bearing women to become family planning acceptors, through the *post partum* education programs to be imparted at the institutions included in the Project;
- (ii) to submit by not later than November 1, 1970 to the Bank for its approval a program to be developed by the Board for promoting family planning objectives and methods through personal visits to and interviews with men and women of child-bearing age to encourage them to become acceptors of family planning methods and to begin to implement such program as approved by the Bank by not later than December 31, 1970.
- (iii) to appoint to the post of Training Adviser of the Board by not later than December 31, 1970 a person acceptable to the Bank upon terms and conditions satisfactory to the Bank; and
- (iv) to maintain appropriate statistical and other records relating to the operation and effectiveness of national family planning programs to enable periodic evaluation of the cost and effectiveness of such programs.

*Section 5.05.* The Borrower shall cause the buildings, furniture and equipment of the institutions included in the Project to be adequately maintained and shall cause all necessary repairs and renewals thereof to be made, all in accordance with sound engineering practices.

*Section 5.06.* The Borrower undertakes that persons appointed by the Borrower to the post of the chief executive officer of the Board (i) shall have proven administrative and organizational ability and sufficient stature for the position, preferably with suitable background and experience in the field of family planning or health administration and (ii) shall be mutually acceptable to the Borrower and the Bank.

*Section 5.07.* The Borrower undertakes that, except as the Bank shall otherwise agree, the locations, approximate bed capacities and floor areas of the facilities to be constructed under Parts A and B of the Project shall be as set forth in Schedule 6 to this Agreement.

*Section 5.08.* The Borrower shall maintain or cause to be maintained records adequate to identify the goods and services financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accord-

ance with consistently maintained sound accounting practices the operations and financial condition of the Board and, with respect to the Project, of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof, and shall enable the Bank's representatives to inspect the Project, the goods financed out of the proceeds of the Loan and any relevant records and documents.

*Section 5.09.* (a) The Borrower and the Bank shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, the Borrower and the Bank shall from time to time, at the request of either party, exchange views through their representatives with regard to the performance by the Borrower of its obligations under the Loan Agreement, the administration, operations and financial condition of the Board and, with respect to the Project, of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof, and other matters relating to the purposes of the Loan.

(b) The Borrower shall furnish or cause to be furnished to the Bank all such relevant information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, the goods and services financed out of such proceeds, the Project, the administration, operations and financial condition of the Board and, with respect to the Project, of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof, and the general status of the Loan. 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.

(c) The Borrower shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Loan, the maintenance of the service thereof or the performance by the Borrower of its obligations under this Loan Agreement.

(d) The Borrower shall afford all reasonable opportunity for accredited representatives of the Bank to visit any part of the territories of the Borrower for purposes related to the Loan.

*Section 5.10.* The Borrower undertakes to insure, or cause to be insured, the imported goods to be financed out of the proceeds of the Loan 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 5.11.* It is the mutual intention of the Borrower and the Bank that no other external debt shall enjoy any priority over the Loan by way of a

lien on governmental assets. To that end, the Borrower undertakes that, except as the Bank shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for any external debt, such lien will *ipso facto* equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan and the Bonds, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section 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; or (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

The term “assets of the Borrower” as used in this Section includes assets of the Borrower or of any of its political subdivisions or of any agency of the Borrower or of any such political subdivision, including the Bank of Jamaica, or any other institution performing the functions of a central bank.

*Section 5.12.* The principal of, and interest and other charges on, the Loan and the Bonds shall be paid without deduction for, and free from, any taxes, and free from all restrictions, imposed under the laws of the Borrower or laws in effect in its territories; provided, however, that the provisions of this Section shall not apply to taxation of payments under any Bond to a holder thereof other than the Bank when such Bond is beneficially owned by an individual or corporate resident of the Borrower.

*Section 5.13.* The Loan Agreement and the Bonds 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, issue, delivery or registration thereof, and the Borrower shall pay all such taxes, if any, imposed under the laws of the country or countries in whose currency the Loan and the Bonds are payable or laws in effect in the territories of such country or countries.

## Article VI

### REMEDIES OF THE BANK

*Section 6.01.* If any event specified in Section 7.01 of the General Conditions shall occur and shall continue for the period, if any, therein set forth, then at any subsequent time during the continuance thereof, the

Bank, at its option, may by notice to the Borrower declare the principal of the Loan and of all the Bonds then outstanding to be due and payable immediately together with the interest and other charges thereon and upon any such declaration such principal, interest and charges shall become due and payable immediately, anything to the contrary in this Loan Agreement or in the Bonds notwithstanding.

### *Article VII*

#### EFFECTIVE DATE; TERMINATION

*Section 7.01.* The following events are specified as additional conditions to the effectiveness of this Loan Agreement within the meaning of Section 11.01 (c) of the General Conditions:

- (a) The Board shall have been established with functions, powers and an organization consistent with those set forth in Schedule 5 to this Agreement, and the members of the Board shall have been appointed.
- (b) The chief executive officer of the Board shall have been appointed in accordance with Section 5.06 of this Agreement.
- (c) Arrangements satisfactory to the Bank shall have been made for the employment of the consultants referred to in Section 5.01 (b) of this Agreement.

*Section 7.02.* The date of September 1, 1970 is hereby specified for the purposes of Section 11.04 of the General Conditions.

### *Article VIII*

#### MISCELLANEOUS

*Section 8.01.* The Closing Date shall be March 31, 1975 or such other date as shall be agreed between the Borrower and the Bank.

*Section 8.02.* The Minister responsible for Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 10.03 of the General Conditions.

*Section 8.03.* The following addresses are specified for the purposes of Section 10.01 of the General Conditions:

For the Borrower:

Ministry of Finance and Planning  
Kingston, Jamaica

Alternative address for cables:

Ministry of Finance  
Kingston

For the Bank:

International Bank for Reconstruction and Development  
1818 H. Street, N.W.  
Washington, D.C. 20433  
United States of America

Alternative address for cables:

Intbafrad  
Washington, D.C.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names and to be delivered in the District of Columbia, United States of America, as of the day and year first above written.

Jamaica:

*By* HERBERT ELDEMIRE  
Authorized Representative

International Bank for Reconstruction and Development:

*By* J. BURKE KNAPP  
Vice President

## SCHEDULE 1

### ALLOCATION OF PROCEEDS OF LOAN

<i>Category</i>	<i>Amounts Expressed in Dollar Equivalent</i>
I. Furniture and Equipment .....	300,000
II. Civil Works .....	950,000
III. Consultant Services and Technical Assistance ....	180,000
IV. Interest and other Charges on the Loan .....	300,000
V. Unallocated .....	270,000
TOTAL	2,000,000

## REALLOCATION UPON CHANGE IN COST ESTIMATES

1. If the estimate of the cost of the items included in any of the Categories I to IV shall decrease, the amount of the Loan then allocated to, and no longer required for, such Category will be reallocated by the Bank to Category V.

2. If the estimate of the cost of the items included in any of the Categories I to IV shall increase, an amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan (or, in the case of Categories II and III, an amount equal to 50% of such increase) will be allocated by the Bank, at the request of the Borrower, to such Category from Category V, subject, however, to the requirements for contingencies, as determined by the Banks, in respect of the cost of the items in the other Categories.

## SCHEDULE 2

## AMORTIZATION SCHEDULE

<i>Date Payment Due</i>	<i>Payment of Principal (expressed in dollars)*</i>	<i>Date Payment Due</i>	<i>Payment of Principal (expressed in dollars)</i>
July 1, 1975 .....	40,000	January 1, 1983 .....	65,000
January 1, 1976 .....	40,000	July 1, 1983 .....	65,000
July 1, 1976 .....	40,000	January 1, 1984 .....	70,000
January 1, 1977 .....	45,000	July 1, 1984 .....	70,000
July 1, 1977 .....	45,000	January 1, 1985 .....	75,000
January 1, 1978 .....	45,000	July 1, 1985 .....	75,000
July 1, 1978 .....	50,000	January 1, 1986 .....	80,000
January 1, 1979 .....	50,000	July 1, 1986 .....	85,000
July 1, 1979 .....	50,000	January 1, 1987 .....	85,000
January 1, 1980 .....	55,000	July 1, 1987 .....	90,000
July 1, 1980 .....	55,000	January 1, 1988 .....	90,000
January 1, 1981 .....	55,000	July 1, 1988 .....	95,000
July 1, 1981 .....	60,000	January 1, 1989 .....	100,000
January 1, 1982 .....	60,000	July 1, 1989 .....	100,000
July 1, 1982 .....	65,000	January 1, 1990 .....	100,000

\* To the extent that any portion of the Loan is repayable in a currency other than dollars (see General Conditions, Section 4.02), the figures in this column represent dollar equivalents determined as for purposes of withdrawal.

## PREMIUMS ON PREPAYMENT AND REDEMPTION

The following percentages are specified as the premiums payable on repayment in advance of maturity of any portion of the principal amount of the Loan pursuant to Section 3.05 (b) of the General Conditions or on the redemption of any Bond prior to its maturity pursuant to Section 8.15 of the General Conditions:

<i>Time of Prepayment or Redemption</i>	<i>Premium</i>
Not more than three years before maturity .....	1%
More than three years but not more than six years before maturity .....	2%

<i>Time of Prepayment or Redemption</i>	<i>Premium</i>
More than six years but not more than eleven years before maturity .....	3 1/4%
More than eleven years but not more than sixteen years before maturity .....	5%
More than sixteen years but not more than eighteen years before maturity .....	6%
More than eighteen years before maturity .....	7%

### SCHEDULE 3

#### DESCRIPTION OF THE PROJECT

The Project is designed to support the population control program of the Borrower and consists of the following:

- A. The expansion of Victoria Jubilee Hospital to provide a total capacity of approximately 313 beds through:
  - (i) the construction and equipment of a new wing providing approximately 150 *post partum* beds, a delivery suite of approximately 21 labour and 12 delivery units, a School of Midwifery and all necessary hospital facilities; and
  - (ii) the remodelling of the Hospital's existing structure to provide approximately 163 beds, including approximately 54 *post partum* beds, and the provision of additional equipment;
- B. The construction and equipment of ten Rural Maternity Centers, including residential accommodation for a midwife in each Center;
- C. Provision of a Training Adviser to assist the Board in planning and implementing training programs for the Board's personnel and other related activities of the Board; and
- D. Preparation of the following studies:
  - (1) A study to investigate the reallocation of certain functions currently performed by doctors, nurses, auxiliary nurses, midwives and other trained non-medical personnel in respect of family planning activities to relieve the burdens of professional personnel who are in short supply;
  - (2) A study of the service-delivery system in the Kingston-St. Andrew area to determine appropriate scheduling for efficient use of the health clinics in the said area and the best use of professional staff working in such clinics for family planning purposes; and
  - (3) Four annual reviews, the first of which will take place around August 1971 and the final one around August 1974, by teams consisting of not more than three experts from outside Jamaica, to assess the progress and efficiency of the national family planning program.

The Project is expected to be completed by June 30, 1974.

## SCHEDULE 4

## PROCUREMENT

A. *Contracts for Civil Works*

(1) The contracts for civil works will be grouped into two packages for the purposes of bidding. One contract shall be awarded for the construction of the New Wing and the remodelling of the existing structure of the Victoria Jubilee Hospital. The invitation to bid for the Rural Maternity Centers will provide that the bidder may submit bids for one or more Centers separately or, if he chooses, for all of them or any combination of Centers as a package. The bids for the Centers shall be opened simultaneously. Contracts will be awarded on the basis of the combination of individual and/or package bids yielding the lowest evaluated total cost for all ten Centers.

(2) Invitations to bid, specifications, conditions of contract and all other tender documents will be submitted to the Bank for its review and approval prior to the issuance of invitations to bid.

(3) After bids have been received and analyzed by the consulting architects, the analysis of the bids, and the proposals for awards, together with the reasons for such proposals, will be submitted to the Bank for its review and approval prior to the Borrower's making any award of contract or issuing any letter of intent.

(4) If the final contract is to differ substantially from the terms and conditions contained in the respective documents approved by the Bank under paragraphs (2) and (3) above, the text of the proposed changes will be submitted to the Bank for its review and approval prior to the execution of such contract.

(5) As soon as a letter of intent has been issued or a contract has been executed, a copy thereof will be sent to the Bank.

B. *Contracts for Equipment and Furniture*

(1) The items to be purchased will be grouped so far as possible to permit such bulk procurement as shall be consistent with sound technical and procurement practices. In so far as practicable, contracts for both equipment and furniture will be for a minimum amount of \$5,000, to be eligible for financing from the proceeds of the Loan.

(2) Lists of all items of equipment as well as of furniture, showing the specifications, and the estimated unit and total price of each item and total value of all items included in each list will be sent to the Bank for approval prior to inviting bids. The items will be indexed, coded and numbered for identification with the said Hospital and each of the said Centers. Draft standard documents for inviting tenders, draft forms of contract and the description of the method to be used for obtaining bids on an international competitive basis, will also be submitted for the Bank's approval, prior to inviting bids.

(3) Except as the Bank may otherwise agree, procurement will be limited to those items of equipment and furniture in the approved lists mentioned in sub-paragraph B (2) above and identified in contract documents by the same indexes, codes and numbers as in the approved lists.

(4) With respect to contracts for furniture and equipment and pursuant to paragraph 2.8 of the Guidelines for Procurement referred to in Section 3.02 of this Agreement, the Bank agrees that where any bid is submitted by any manufacturer, located in the territories of the Borrower, of equipment, materials or supplies manufactured or processed in the territories of the Borrower to a substantial extent as determined by the Bank (Local Bid), the following rules shall be observed for the purpose of comparing any Local Bid as thus defined to any bid other than a Local Bid (Foreign Bid):

- (a) All customs duties and similar taxes on the importation of the goods offered shall first be deducted from the total of any Foreign Bid;
- (b) The portion of any Foreign Bid representing the c.i.f. landed price of the goods shall then be increased by 15% thereof or the rate of such duties as apply to non-exempt purchasers in the territories of the Borrower for the importation of such goods, whichever is lower;
- (c) The resulting figure shall be deemed to be the comparison price of the Foreign Bid;
- (d) For the purpose of determining the lowest evaluated bid under Section 3.09 of the Guidelines for Procurement the comparison price of the Foreign Bid shall then be compared with the FOB factory price of the goods offered by the competing Local Bid; and
- (e) In cases where it is recommended to award a contract to a Local Bid, the bid analysis shall state the rate of duties which would be applicable to a non-exempt purchaser for the importation of such goods.

(5) In case of a contract awarded to a bidder other than the lowest evaluated bidder or a contract involving a price of 10% or more above the original estimate as submitted under paragraph B (2) above, the Borrower shall send to the Bank, after the bids have been evaluated and before making the award, a summary and analysis thereof and a brief justification of the Borrower's decision on the award and request the Bank's approval to the award. In case of a contract where the price is less than 10% above the original estimate as submitted under paragraph B (2) above, the Borrower shall, after placement of the order, submit to the Bank an analysis of the tender and justification for the Borrower's decision on the award. As soon as a letter of intent has been issued or a contract has been executed, a copy thereof as well as a certificate signed by a representative of the Borrower that the goods tendered for are in accordance with the quantities and specifications in the list approved by the Bank, shall be sent to the Bank.

## SCHEDULE 5

## THE BOARD

*Functions and Responsibilities*

The Board shall have the following functions and responsibilities, among others:

- (1) to initiate, formulate, develop, undertake and promote national family planning and population planning programs for Jamaica;
- (2) to be the principal agency of Government for the allocation of financial assistance or grants to other bodies, institutions or persons engaged in the field of family planning and population planning in Jamaica;
- (3) to operate on its own, or collaborate with Government, other bodies and persons in operating, clinics and other institutions concerned with family planning and population planning;
- (4) to coordinate the work of other bodies, institutions or persons in the field of family planning and population planning, in order to ensure an effective and economical national effort; and
- (5) to sell, give or distribute any medicine, preparation, article or device for, and generally perform all transactions and business relevant to, family planning and population planning programs.

*Organization*

(1) The membership of the Board shall include representatives of appropriate ministries concerned with education, health, finance and economic planning.

(2) The chief executive officer shall be a member of the Board and may be the Chairman. Subject to the overall direction of the Board, he shall be responsible for the execution of the policy of the Board and the transaction of its day-to-day business and shall have such powers, functions, authorities and discretion as are necessary to enable him to transact efficiently the day-to-day business of the Board.

## SCHEDULE 6

LOCATIONS, BED CAPACITIES AND FLOOR AREAS OF FACILITIES  
INCLUDED IN PARTS A AND B OF THE PROJECT

Location	Parish/Area	Approximate Total Bed Capacity	Approx. Total Floor Area To Be Constructed (ft <sup>2</sup> )
1. <i>Victoria Jubilee Hospital</i>			
Kingston	Corporate Area of Kingston and St. Andrew	313	58,500

<i>Location</i>	<i>Parish/Area</i>	<i>Approximate Total Bed Capacity</i>	<i>Approx. Total Floor Area To Be Constructed (ft<sup>2</sup>)</i>
<b>2. Ten Rural Maternity Centers</b>			
Mountain Side	St. Elizabeth	4	3,000
Elderslie	St. Elizabeth	4	3,000
Malton	Manchester	4	3,000
Wood Park	St. Mary	4	3,000
Hopeton	St. James	4	3,000
Port Morant	St. Thomas	4	3,000
Long Bay	Portland	4	3,000
Friendship	Hanover	4	3,000
Green Island	Hanover	4	3,000
Clark's Town	Trelawney	4	3,000

## INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

## GENERAL CONDITIONS, DATED 31 JANUARY 1969

## GENERAL CONDITIONS APPLICABLE TO LOAN AND GUARANTEE AGREEMENTS

[Not published herein. See *United Nations, Treaty Series*, vol. 691, p. 300.]