

No. 10951

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
IVORY COAST**

**Loan Agreement—*Education Project* (with annexed General
Conditions Applicable to Loan and Guarantee Agreements).
Signed at Washington on 27 April 1970**

Authentic text: English.

*Registered by the International Bank for Reconstruction and Development on
22 February 1971.*

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
CÔTE D'IVOIRE**

**Contrat d'emprunt — *Projet relatif à l'enseignement* (avec, en
annexe, les Conditions générales applicables aux contrats
d'emprunt et de garantie). Signé à Washington le 27 avril 1970**

Texte authentique : anglais.

*Enregistré par la Banque internationale pour la reconstruction et le développe-
ment le 22 février 1971.*

LOAN AGREEMENT¹

AGREEMENT, dated April 27, 1970 between the REPUBLIC OF THE IVORY COAST (hereinafter called the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS the Borrower has requested the Bank's assistance in the financing of an education project consisting of technical, vocational, agricultural, teachers' training and general secondary schools;

WHEREAS the Borrower has sought the assistance of the Bank and other external aid and technical assistance agencies in carrying out a program to provide on an experimental basis instructional television and, if the results so justify, to extend its uses through its educational system;

WHEREAS the Bank has agreed to participate in the financing of the instructional television program;

NOW THEREFORE the parties hereto hereby agree as follows :

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, 1969,² 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 terms have the following meanings :

- (a) "ITV" means instructional television.
- (b) "ITV Scheme" means the instructional television scheme described in Schedule 7 to this Agreement.

¹ Came into force on 27 November 1970, upon notification by the Bank to the Government of the Ivory Coast.

² See p. 294 of this volume.

- (c) "RTI" means *Radiodiffusion Télévision Ivoirienne*, an agency of the Borrower established by Law No. 62-401 dated October 31, 1962.

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 eleven million dollars (\$11,000,000).

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.

(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 1 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 Categories 3, 4 and 8 of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement;
- (ii) the equivalent of forty-four per cent (44%) 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 1 and 2 of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement, which percentage represents the estimated foreign exchange component of the cost of such goods or services; and
- (iii) 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 5 and 6 of said allocation of the proceeds of the Loan, which percentage represents the estimated foreign exchange component of the cost of such goods or services; and

- (iv) the equivalent of seventy-five per cent (75%) 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 Category 7 of said allocation of the proceeds of the Loan, which percentage represents the estimated foreign exchange component of the cost of such goods or services;

provided, however, that if there shall be an increase in the estimate of such payments for goods or services included in any of the Categories 1, 2, 5, 6 or 7, 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) Withdrawals from the Loan Account under Categories 2, 4 and 6 of the allocation of the proceeds of the Loan set forth in Schedule 1 to this Agreement shall be made only after the Borrower has provided evidence satisfactory to the Bank that (i) suitable arrangements have been made with external aid and technical assistance agencies, on such terms and conditions as are consistent with this Agreement, to ensure the implementation of the ITV Scheme; and (ii) that suitable arrangements have been made to ensure that RTI grants such national television network time as shall be required for the purposes of the ITV Scheme.

Section 2.04. The Borrower shall 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 June 30, 1973 or such other date as may be agreed between the Bank and the Borrower.

Section 2.05. (a) It is hereby agreed, pursuant to Section 5.01 of the General Conditions, that withdrawals from the Loan Account 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

(b) No withdrawals 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 Categories 3 and 4 of the allocation of the proceeds of the Loan referred to in Section 2.02 of this Agreement.

Section 2.06. 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 2.07. 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 2.08. Interest and other charges shall be payable semi-annually on June 15 and December 15 in each year.

Section 2.09. 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 this Loan Agreement to expenditures on the Project described in Schedule 3 to this Agreement.

Section 3.02. Except as the Bank shall otherwise agree, (i) 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 or as shall be agreed between the Borrower and the Bank, and (ii) contracts for the procurement of such goods and services shall be subject to the prior approval of the Bank.

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 *Ministre des Affaires Economiques et Financières* 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 technical, economic, financial and administrative practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the purpose.

(b) The Borrower shall establish and maintain within its Ministry of Education a Project Unit with such responsibilities and powers as are specified in Schedule 6 to this Agreement. The Project Unit shall include *inter alios*: (i) a full-time Project Coordinator, satisfactory to the Borrower and the Bank, who shall be responsible to the Minister of Education for the proper technical execution and supervision of the Project and who shall have such duties and powers as are specified in said Schedule 6 to this Agreement; and (ii) a full-time architect satisfactory to the Borrower and the Bank.

(c) In carrying out Parts A and D of the Project, the Borrower shall employ contractors, acceptable to the Bank, upon such terms and conditions as are satisfactory to the Borrower and the Bank.

(d) The Borrower shall employ competent and experienced consultant architects, acceptable to the Bank, upon terms and conditions satisfactory to the Bank.

Section 5.02. (a) The Borrower shall cause the buildings, furniture and equipment of the educational institutions and of the ITV Production Center and the Central Maintenance Center included in the Project to be adequately maintained and at all times shall cause all necessary repairs and renewals thereof to be made promptly as needed and shall cause adequate maintenance records to be kept by the ministry or agency of the Borrower responsible for such maintenance, repairs and renewals.

(b) The Borrower shall cause all such land and other property rights as shall be required for carrying out the Project to be available promptly as needed.

Section 5.03. (a) The Borrower shall cause the educational institutions and the ITV Production Center included in the Project to be so operated as to promote the educational objectives of the Borrower and shall ensure that all posts in said educational institutions are filled by qualified teachers and administrators.

(b) The Borrower : (i) shall employ, promptly as needed for the purposes of the Project, a Director to coordinate the operations at Bouaké of the Senior Teacher Training College, the Primary Teacher Training Center and the Pedagogic Research Unit and to coordinate the operations between such

institutions and the ITV Production Center; and (ii) shall employ an Assistant Director for each of the said institutions.

(c) The Borrower shall employ promptly as needed for the purposes of the Project, a supervisor for the teaching of commercial studies and a supervisor for the teaching of building construction.

(d) The Borrower shall take the necessary measures to ensure that the annual output of first-cycle secondary school teachers from teacher training colleges shall be at the rate of not less than 110 teachers a year from 1973 onwards.

Section 5.04. The Borrower shall (i) maintain or cause to be maintained such records as shall be 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 accordance with consistently maintained sound accounting practices the operations and financial condition, in respect of the Project, of the ministries or departments of the Borrower responsible for the construction, operation and maintenance of the Project or any part thereof; (ii) enable the Bank's representatives to inspect the Project, the operation thereof, the goods financed under this Loan Agreement and any relevant records and documents; and (iii) furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the proceeds of the Loan, and concerning the Project, the goods and services, the operation of the educational system of the Borrower, the programs for educational development in its territories, and the administration and operation, in respect of the Project, of the ministries or departments of the Borrower responsible for the construction, operation and maintenance of the Project or any part thereof.

Section 5.05. (a) The Borrower and the Bank shall cooperate fully with each other to assure that the purposes of the Loan will be accomplished. To that end, each of them shall furnish to the other all such information as either shall reasonably request with regard to the general status of the Loan. 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 Bank shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. 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 or the maintenance of the service thereof.

(c) 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 5.06. 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; or (iii) any lien upon real estate or other property in the Ivory Coast or revenues or receipts in currency of the Borrower, if such lien is given by a political subdivision or by an agency of a political subdivision of the Borrower under arrangements or circumstances which would not result in priority in the allocation or realization of foreign exchange.

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 or of any institution which may be established to perform the functions of a central bank exclusively for the Borrower, and any participation, share, right or other financial interest which the Borrower may have in any institution (other than an agency of the Borrower) performing such functions for the Borrower. The term “ assets of the Borrower ” as used in this Section shall not include assets of municipalities (*communes*).

The Borrower further undertakes that, within the limits of its constitutional powers, it will make the foregoing undertaking effective with respect to liens on the assets of municipalities (*communes*). If the Borrower, because of constitutional or other legal provisions, shall be unable to make the foregoing effective with respect to any lien on any assets of a municipality (*commune*), the Borrower, except as the Bank shall otherwise agree, shall give to the Bank an equivalent lien or equivalent priority in the allocation or realization of foreign exchange, as the case may be, satisfactory to the Bank.

Section 5.07. 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 5.08. 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.

Section 5.09. Except as the Bank and the Borrower shall otherwise agree, the Borrower undertakes to insure, or make arrangements satisfactory to the Bank to insure, 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 usable by the Borrower to replace or repair such goods.

Section 5.10. (a) The Borrower shall cause the RTI to carry out the technical maintenance for the transmission and reception of the ITV Scheme.

(b) The Borrower shall at all times employ a qualified and experienced Director, appointed under terms of reference acceptable to the Bank, who shall be responsible to the Minister of Education for Part 2 of the ITV Scheme as defined in Section 1.02 of this Agreement.

(c) The Borrower shall employ management consultants for the ITV Scheme, acceptable to the Bank, under such terms and conditions, including terms of reference, as shall be satisfactory to the Bank.

(d) Except as the Bank shall otherwise agree, the Borrower shall employ, not later than one year from the date of this Loan Agreement, qualified and experienced full-time specialists to make pedagogical and technical evaluations of the ITV Scheme and to make recommendations to the Director of the ITV Scheme on the future rate of expansion of the ITV Scheme.

(e) The Borrower shall cause the consultants and specialists referred to in paragraphs (c) and (d) of this Section to furnish the Bank, promptly upon their preparation, with copies of their reports and recommendations, and shall consult with the Bank on the measures to be taken for the implementation of

those recommendations which might result in any modification in the objectives or organization of the ITV Scheme.

Section 5.11. The Borrower shall adopt and carry out a program, satisfactory to the Bank, to equip by 1980 not less than 2,860 primary school classrooms with ITV reception facilities.

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 Borrower shall have established the Project Unit provided for in paragraph (b) of Section 5.01 of this Agreement; and
- (b) the Borrower shall have retained management consultants for the ITV Scheme as required under paragraph (c) of Section 5.10 of this Agreement.

Section 7.02. The date of July 31, 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 June 30, 1974, or such other date as shall be agreed between the Borrower and the Bank.

Section 8.02. The *Ministre des affaires économiques et financières* 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 :

Ministère des affaires économiques et financières

B.P. 1766

Abidjan, Ivory Coast

Cable address :

Minifin

Abidjan, Ivory Coast

For the Bank :

International Bank for Reconstruction and Development

1818 H Street, N.W.

Washington, D.C. 20433

United States of America

Cable address :

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.

Republic of the Ivory Coast :

By T. N'GUETTA AHOUA

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>
1. Civil works (educational institutions)	3,820,000
2. Civil works (ITV Center)	330,000
3. Imported equipment and furniture (educational institutions)	2,340,000
4. Imported equipment and furniture (ITV Center)	20,000
5. Locally manufactured furniture (educational institutions)	190,000
6. Locally manufactured furniture (ITV Center)	10,000
7. Professional services	1,630,000
8. Interest and other charges on the Loan	1,300,000
9. Unallocated	1,360,000
TOTAL	<u>11,000,000</u>

REALLOCATION UPON CHANGE IN COST ESTIMATES

1. If the estimate of the cost of the items included in any of the Categories 1 to 8 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 9.

2. If the estimate of the cost of the items included in any of the Categories 1 to 8 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 1 and 2, an amount equal to 44% of such increase, or in the case of Categories 5 and 6, an amount equal to 50% of such increase, or in the case of Category 7 an amount equal to 75% of such increase) will be allocated by the Bank, at the request of the Borrower, to such Category from Category 9, subject, however, to the requirements for contingencies, as determined by the Bank, 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>
December 15, 1979	125,000	June 15, 1990	255,000
June 15, 1980	130,000	December 15, 1990	265,000
December 15, 1980	135,000	June 15, 1991	275,000
June 15, 1981	140,000	December 15, 1991	285,000
December 15, 1981	145,000	June 15, 1992	295,000
June 15, 1982	150,000	December 15, 1992	305,000
December 15, 1982	155,000	June 15, 1993	315,000
June 15, 1983	160,000	December 15, 1993	325,000
December 15, 1983	165,000	June 15, 1994	335,000
June 15, 1984	170,000	December 15, 1994	350,000
December 15, 1984	175,000	June 15, 1995	360,000
June 15, 1985	180,000	December 15, 1995	375,000
December 15, 1985	190,000	June 15, 1996	385,000
June 15, 1986	195,000	December 15, 1996	400,000
December 15, 1986	200,000	June 15, 1997	415,000
June 15, 1987	210,000	December 15, 1997	430,000
December 15, 1987	215,000	June 15, 1998	445,000
June 15, 1988	225,000	December 15, 1998	460,000
December 15, 1988	230,000	June 15, 1999	470,000
June 15, 1989	240,000	December 15, 1999	475,000
December 15, 1989	245,000		

* 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 four years before maturity	3%
More than four years but not more than eight years before maturity.	2%
More than eight years but not more than fourteen years before maturity	2½%
More than fourteen years but not more than twenty years before maturity . . .	4½%
More than twenty years but not more than twenty-six years before maturity . .	5½%
More than twenty-six years but not more than twenty-eight years before maturity	6½%
More than twenty-eight years before maturity	7%

SCHEDULE 3

DESCRIPTION OF THE PROJECT

The Project consists of the following :

Part A. Construction and equipment (including furniture) of the 11 educational institutions listed in Schedule 5;

Part B. Provision of specialists for approximately 13 man/years to carry out studies and provide technical assistance, and for approximately 7 man/years for consultants services for management and a technical evaluation of the ITV Scheme and for provision of approximately 29 man/years of fellowships abroad for the training of technical teachers and school administrators;

Part C. Establishment of a Project Unit to supervise the implementation of the Project;

Part D. Construction and furnishing of an ITV Production Center and a Central Maintenance Center.

The Project is expected to be completed by June 30, 1973.

SCHEDULE 4

PROCUREMENT

Pursuant to Sections 3.02 and 5.01 (a) of this Loan Agreement the goods to be financed out of the proceeds of the Loan will be procured on the basis of international competitive bidding in accordance with the procedures set forth in the Guidelines referred to in the said Section 3.02 and in the following supplementary provisions :

A. *Contracts for Civil Works*

(1) Contractors will be prequalified.

(2) Before inviting bids the Borrower shall request the Bank's approval to the following :

- (a) a list of all contracts to be awarded in carrying out the Project, indicating the estimated value of each contract and the forecast timetable for its procurement. The contracts for civil works will be grouped in a way to encourage international competitive bidding. The invitations to bid for the educational institutions included in the Project and for the ITV Production Center and related facilities shall, *inter alia*, specify that the bidder shall submit offers in respect of each institution or in respect of all said institutions and facilities and for the ITV Production Center and related facilities, or for any combination thereof, the bids therefor shall be opened simultaneously and the Borrower shall have the option of awarding one contract for civil works in respect of all the said institutions and facilities to one contractor or separate contracts in respect of the various institutions and facilities to individual contractors;
- (b) the description of the proposed international advertising coverage to ensure international competitive bidding, the draft bid notices, prequalification questionnaires and a description of the prequalification procedures;
- (c) the consultant's report and recommendation on the prequalification data submitted and the proposed selected tender list;
- (d) draft bidding documents and draft contracts.

(3) After bids have been received and evaluated, the Borrower shall, prior to the award of contract, send to the Bank for its approval, a copy of the consultant's analysis of the bids and recommendations thereon and a brief justification of the Borrower's decision on the award.

(4) Promptly after a contract has been awarded and prior to the submission to the Bank of the first application for withdrawal in respect of such contract, a signed copy of the contract will be sent to the Bank.

(5) The Borrower shall request the Bank's approval for any proposed change in a contract involving a price increase of 5% of the contract sum or more than U.S. \$25,000 equivalent, whichever is less, together with the reasons for the proposed change.

B. *Contracts for Instructional Equipment and Furniture*

(1) Prior to inviting bids, the Borrower shall request the Bank's approval to the following :

- (a) lists of all items of equipment, books and furniture required for the Project showing the specifications and the estimated unit and total price of each item. For the

language laboratories, the price should include the value of a five-year maintenance agreement. Items shall be indexed, coded and numbered for identification with the Project schools and the spaces for which they are required, and shall be grouped so as to permit bulk procurement as shall be consistent with sound technical and procurement practices. Amendments, which may be made from time to time, will also be submitted to the Bank for approval;

(b) draft standard documents for inviting tenders, the forms of contracts and the description of the method to be used for obtaining bids on an international basis.

(2) Procurement shall be limited to those items of equipment, books and furniture which are specified in the approved lists mentioned in sub-paragraph B1 (a) above and which shall be identified in contract documents by the same indexes, codes and numbers as in the lists.

(3) For evaluating bids received for imported and locally manufactured furniture, the following method shall be used :

(a) 15% of the quoted C.I.F. landed price, exclusive of import duties and similar taxes, of each bid submitted for imported furniture shall be added to its said quoted price;

(b) the lowest bid shall then be determined by a straight comparison of the prices, as determined in sub-paragraph B3 (a) above, between acceptable bids for imported furniture and the actual prices of acceptable bids for locally manufactured furniture, net of all local taxes which apply equally to foreign and local bids but including in local bids duties on imported components to the extent that they are paid.

(4) Promptly after bids have been evaluated and the contract has been awarded and prior to the submission to the Bank of the first application for withdrawal in respect of such contract, the Borrower shall furnish the Bank with the following :

(a) a certificate signed by the Project Coordinator, or his deputy, that the goods tendered for are in accordance with the quantities and specifications in the list approved by the Bank;

(b) a summary of the tenders received;

(c) a brief analysis of the tenders and justification for the Borrower's decision in making the award; and

(d) a signed copy of the contract.

(5) In the case where the lowest evaluated contract is not the lowest bidder (within the meaning of the foregoing paragraph B3), or involves a price of 10% or more above the original estimate (as submitted under sub-paragraph B1 (a) above), a summary and analysis thereof and a brief justification of the Borrower's decision on the award should be sent for the Bank's approval before making the award.

SCHEDULE 5

PART A

LIST OF EDUCATIONAL INSTITUTIONS

<i>Type of Institution</i>	<i>Number</i>	<i>Total Enrollment</i>	<i>Boarding Places</i>	<i>Staff Houses</i>
Primary Teacher Training Centers	2	420	420	7
Senior Primary Teacher Training College . .	1	240	240	4
Secondary General	3	2,370	1,690	11
Secondary Technical	2	2,145	1,540	15
Vocational (accelerated).	1	252	—	1
Post Secondary-Agricultural	—	280	250	11
Institut National Supérieur de l'Enseignement Technique	1	810	650	1

PART B

LIST OF SPECIALISTS AND FELLOWSHIPS REFERRED TO
UNDER PART B OF THE PROJECT

- (a) 4 man/years equivalent, for a survey of methods : (i) to improve the utilization of existing schools including the setting-up of model timetables; and (ii) to advise on future school locations which would optimize school sizes at both first and second cycles in order to maximize the utilization of specialized staff and spaces, and to minimize the needs of boarding and staff housing;
- (b) $\frac{1}{2}$ man/year equivalent, for a rationalization study of vocational education;
- (c) 4 man/years each for two supervisors of the teaching of : (i) sciences, especially chemistry; and (ii) mechanics, electricity and industrial arts;
- (d) 40 man/months of management consultants to be assigned to the ITV Scheme;
- (e) 4 man/years for the technical evaluation of the ITV Scheme;
- (f) $25\frac{1}{2}$ man/years of fellowships to train abroad 17 teachers for the urban vocational center;
- (g) 3 man/years of fellowships to train abroad 6 school administrators.

SCHEDULE 6

PROJECT UNIT

The Project Unit, under the direction of the Project Coordinator, will be directly responsible to the Minister of Education for the proper execution and supervision of every part of the Project as described in Schedule 3. The unit will be provided with adequate premises, equipment, supporting staff, means of communication and transport. In addition the Project Coordinator will have the services of:

- (a) a firm of consultant architects to assist in the carrying out of Parts A and D of the Project;
- (b) subject specialists from the Ministry of Education to assist in the preparation of lists and specifications of instructional equipment required for Part A of the Project. Furthermore the Project Coordinator will be advised by the Managing Director of ITV on all aspects of the ITV Scheme.

More specifically the Project Coordinator will be responsible for the following *inter alia*:

- (a) selection of the consultant-architects and the finalization of their terms of reference;
- (b) administration of agreements with the consultant-architects;
- (c) preparation, with the help of the architect and management consultants and the Director of ITV, of a comprehensive organization chart based on a PERT (Program Evaluation and Review Technique) or CPM (Critical Path Method) or similar method, setting down the proposed planned timetable of coordinated activities and responsibilities upon which it is proposed to base the execution of all aspects of the Project. The organization chart will be prepared as the first step in implementing the Project and the Bank will be given ample opportunity to comment on the planned timetable before it is put into effect;
- (d) arrangements for the review and approval by appropriate authorities of the reports, designs, specifications and other material submitted by the consultant-architects;
- (e) advice and assistance to the consultant-architects, with the help of the Director of ITV and the subject specialists as needed, in the (i) briefing as to the educational and technical ITV needs of the educational institutions included in the Project, (ii) preparation of lists of furniture for Part D of the Project and of lists of all instructional equipment and furniture required for the educational institutions included in the Project, together with specifications and estimated unit and total price of each item, and (iii) procurement and supervision of the installation of the furniture for Part D of the Project and of the instructional equipment and furniture required for the educational institutions included in the Project;
- (f) arrangements for the awarding of all contracts relating to the Project;
- (g) coordination and integration of all Project activities with other appropriate related activities of the Ministry of Education;
- (h) organization and administration of: (i) the survey by specialists for the purposes of planning of secondary school facilities, (ii) the study by specialists of vocational

education and appropriate steps to be taken for the appointment of supervisors for the teaching of science, industrial arts, commerce and building construction;

- (i) organization and administration, in consultation with appropriate authorities, of the fellowship program for the training abroad of technical teachers and school administrators as set forth in Schedule 5 to this Agreement;
- (j) selection, organization, supervision and direction of all staff of the Project Unit in the performance of their respective duties;
- (k) liaison with the Bank and other external aid or technical assistance agencies and with all relevant ministries, authorities and agencies of the Borrower in matters relating to the technical execution and technical supervision of the Project;
- (l) preparation of interim evaluations and financial forecast statements related to each category of the Project;
- (m) preparation of all necessary data for applications for withdrawals from the Loan Account; and
- (n) preparation of quarterly progress reports.

SCHEDULE 7

ITV SCHEME (1970-1980)

Objectives: With a view to reforming primary education curricula and teaching methods, upgrading primary teacher qualifications, and improving efficiency of the primary education system, the ITV Scheme will provide :

- (a) direct primary school instruction by television for four periods of fifteen minutes each per day for the first four years of primary school life and for two periods of fifteen minutes each per day for the remaining years of primary school life;
- (b) daily tele-lessons to teachers.

Elements of the Scheme: The scheme will consist, *inter alia*, of :

Part 1: Construction and furnishing of an ITV Production Center and a Central Maintenance Center.

Part 2: (1) Equipment of the ITV Production Center and the Central Maintenance Center;

(2) Construction, furnishing and equipment of several regional maintenance centers;

(3) Equipment for transmission, maintenance and reception to reach not less than 2,860 classrooms with ITV in 1980;

(4) Staffing for the production and maintenance centers;

(5) Continuous pedagogical and technical evaluation;

(6) Associated activities such as preliminary studies, study of reform of primary school curricula and teaching methods, training of teachers and supervisors in the use of new media and administration of technical assistance provided for the implementation of the ITV Scheme.

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.*]
