

No. 12071

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
TRINIDAD AND TOBAGO**

Loan Agreement—*Population Project* (with schedules and General Conditions Applicable to Loan and Guarantee Agreements). Signed at Washington on 28 May 1971

Authentic text: English.

Registered by the International Bank for Reconstruction and Development on 17 October 1972.

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
TRINITÉ-ET-TOBAGO**

Contrat d'emprunt — *Projet relatif à la démographie* (avec annexes et Conditions générales applicables aux contrats d'emprunt et de garantie). Signé à Washington le 28 mai 1971

Texte authentique: anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 17 octobre 1972.

LOAN AGREEMENT¹

AGREEMENT, dated May 28, 1971, between TRINIDAD AND TOBAGO (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 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, subject, however, to the deletion of Section 5.01 thereof and to the amendment of Section 6.02 (i) thereof to read as follows: "Any event specified in paragraph (e) or (f) of Section 7.01 shall have occurred." (said General Conditions Applicable to Loan and Guarantee Agreements of the Bank, as so modified, being hereinafter called the General Conditions).

Section 1.02. Wherever used in this 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) "Project Implementation Unit" or "Unit" means the special unit established in the Borrower's Ministry of Works pursuant to Section 5.01 of the Loan Agreement (*Education Project*) dated October 16, 1968,³ between the Borrower and the Bank and referred to in Schedule 5 to this Agreement.

(b) "Population Project Section" or "Section" means the Population Project Section referred to in Schedule 5 to this Agreement.

Article II. THE LOAN

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions in the Loan Agreement set forth or referred to, an amount in various currencies equivalent to three million dollars (\$ 3,000,000).

Section 2.02. The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement, as such Schedule shall be amended from time to time, for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project described in Schedule 2 to this Agreement and to be financed under the Loan Agreement and in respect of interest and other charges on the Loan; provided, however, that, except as the Bank shall otherwise agree, no withdrawal shall be made on account of expenditures in the territories of any country which is not a member of the Bank (other than Switzerland) or for goods produced in, or services supplied from, such territories.

¹ Came into force on 31 January 1972, upon notification by the Bank to the Government of Trinidad and Tobago.

² See p. 47 of this volume.

³ United Nations, *Treaty Series*, vol. 678, p. 323.

Section 2.03. Except as the Bank shall otherwise agree, the goods and services (other than services of consultants) required for the Project and to be financed out of the proceeds of the Loan, shall be procured on the basis of international competition under procedures consistent with the *Guidelines for Procurement under World Bank Loans and IDA Credits*, published by the Bank in August 1969, and in accordance with, and subject to, the provisions set forth in Schedule 4 to this Agreement.

Section 2.04. The Closing Date shall be June 30, 1976 or such other date as shall be agreed between the Borrower and the Bank.

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 and one-quarter per cent ($7\frac{1}{4}\%$) 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 April 15 and October 15 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 3 to this Agreement.

Section 2.09. 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 2.10. The Minister of the Borrower responsible for finance 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 III. EXECUTION OF THE PROJECT

Section 3.01. 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.

Section 3.02. In order to assist the Borrower in (a) the preparation of (i) plans and specifications and (ii) bidding documents for the Project and (b) in the supervision of the construction of Parts A and B of the Project, the Borrower shall employ an architectural hospital consultant and architectural firms acceptable to the Bank upon terms and conditions satisfactory to the Bank.

Section 3.03. Except as the Bank shall otherwise agree, in carrying out Parts A and B of the Project, the Borrower shall employ or cause to be employed contractors acceptable to, and employed under contracts satisfactory to, the Borrower and the Bank.

Section 3.04. (a) The Borrower undertakes to insure, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Loan against hazards incident to the 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.

(b) Except as the Bank shall otherwise agree, the Borrower shall cause all goods and services financed out of the proceeds of the Loan to be used exclusively for the Project.

Section 3.05. (a) The Borrower shall furnish to the Bank, promptly upon their preparation, the plans, specifications, contract documents and work and procurement schedules, for the Project, and any material modifications thereof or additions thereto, in such detail as the Bank shall reasonably request.

(b) The Borrower : (i) shall maintain records adequate to record the progress of the Project (including the cost thereof) and to identify the goods and services financed out of the proceeds of the Loan, and to disclose the use thereof in the Project; (ii) 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; and (iii) shall furnish to the Bank all such information as the Bank shall reasonably request concerning the Project, the expenditure of the proceeds of the Loan and the goods and services financed out of such proceeds.

Section 3.06. The Borrower shall take all such action as shall be necessary to acquire by July 31, 1971 all such land and rights in respect of land as shall be required for the construction and operation of the facilities included in the Project and shall furnish to the Bank, promptly after such acquisition, evidence satisfactory to the Bank that such land and rights in respect of land are available for purposes related to the Project.

Article IV. OTHER COVENANTS

Section 4.01. (a) It is the mutual intention of the Borrower and the Bank that no other external debt shall enjoy any priority over the Loan or the Bonds by way of a lien on governmental assets.

(b) To that end the Borrower (i) represents that at the date of this Agreement no lien exists on any governmental assets as security for any external debt except as otherwise disclosed in writing by the Borrower to the Bank, and (ii) undertakes that if any such lien shall be created, it 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 in the creation of any such lien express provision will be made to that effect. The Borrower shall promptly inform the Bank of the creation of any such lien.

(c) The foregoing representation and undertaking shall not apply to : (i) any lien created on property, at the time of purchase thereof, solely as security for payment of the purchase price of such property; and (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

(d) As used in this Section, the term "governmental assets" means 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 Central Bank of Trinidad and Tobago or any institution performing the functions of a central bank for the Borrower.

Section 4.02. The Borrower shall maintain or cause to be maintained records adequate to reflect in accordance with consistently maintained sound accounting

practices the operations, resources and expenditures, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

Section 4.03. The Borrower shall cause the buildings, furniture, equipment and other facilities 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 4.04. (a) The Borrower agrees that responsibility for the maternal, child health and family planning services shall be assigned to an official of the Ministry of Health at the level of Principal Medical Officer. The schedule of duties of this official (which shall be communicated by the Borrower to the Bank at the time of said assignment) shall be such as to permit the official to devote his principal efforts to the following matters :

- (i) organizing all aspects of the maternal, child health and family planning programs in hospitals and the districts;
- (ii) promoting the integration of the family planning program in the maternal child health program;
- (iii) training all personnel required for the maternal, child health and family planning program;
- (iv) promoting research and evaluation as it pertains to the maternal, child health and family planning program; and
- (v) promoting the information and communication aspects of the maternal, child health and family planning program.

(b) Any major increase in said schedule of duties shall be made in consultation with the Bank.

(c) The Borrower undertakes that the official referred to in paragraph (a) hereof shall preferably have suitable background and experience in the field of maternal, child health and family planning or health administration. Before an official is selected for said post the Borrower shall transmit to the Bank for its comments the particulars of the candidates from among whom the Borrower proposes to make the selection. Such comments shall be taken into account in the selection of the official.

Section 4.05. (a) The Borrower shall, under arrangements satisfactory to the Borrower and the Bank, require persons whose training as nurses will be wholly or partly financed out of public funds to serve a minimum period of three years in the Borrower's public service provided that in computing such period of three years any period of internship served in the Borrower's public service shall be taken into account. The conditions to be applied by the Borrower to nurses under this Section in respect of the minimum period of public service shall not be more favorable than those applicable to other public servants.

(b) The Borrower shall make best efforts, as soon as practicable, through its appropriate agency to have a system of internship for nurses introduced.

Section 4.06. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall take adequate measures, including training, to ensure that qualified nurse midwives are permitted or enabled under and in accordance with the laws of the Borrower (i) to examine patients for the purposes of this Section, (ii) to supply contraceptives approved under such laws (other than

intrauterine devices) to such patients, and (iii) to refer such patients, as appropriate, to medical practitioners.

Section 4.07. The Borrower shall take all measures necessary to extend by March 31, 1972 or such other date as shall be agreed between the Borrower and the Bank on an island-wide basis its present Family Planning Aide Project if the present pilot Family Planning Aide Project is found successful; or, after consultation with the Bank, establish by said date an alternative scheme designed to meet the family planning needs of the poorer sectors of the Borrower.

Section 4.08. The Borrower shall by July 31, 1971 establish a pilot project for the integration of family planning and health services in the Mayaro, Cedros and Toco Health Centers. If the pilot project succeeds the Borrower shall in consultation with the Bank extend, as soon as practicable, said integration to other Health Centers of the Borrower.

Section 4.09. The Borrower shall take measures to strengthen its post partum family planning program which shall include the construction of a pediatric unit at the San Fernando Hospital in accordance with the following timetable:

- (i) Design of pediatric unit to be completed by June 30, 1972;
- (ii) Construction of said unit to be started by December 31, 1972 and completed by the end of 1974.

Section 4.10. The Borrower undertakes (a) to introduce family life education into the curriculum of the Borrower's secondary schools as soon as practicable but not later than September 30, 1973; and (b) to engage the services of a family life education advisor in accordance with Part C of the Project.

Section 4.11. Except as the Borrower and the Bank shall otherwise agree, the Borrower shall appoint by January 31, 1972 the advisors and the architect mentioned in Part C of the Project on terms and conditions satisfactory to the Borrower and the Bank.

Section 4.12. The Borrower shall provide funds to meet the full costs of connecting roads, sewers and piped services to the boundaries of each site required for the Project.

Section 4.13. (a) The Borrower shall establish within the Project Implementation Unit a Population Project Section headed by an architect with qualifications and experience satisfactory to the Borrower and the Bank.

(b) Schedule 5 to this Agreement shall apply with respect to the respective staffing, responsibilities and other matters relating to the Project Implementation Unit and the Population Project Section.

Article V. CONSULTATION, INFORMATION AND INSPECTION

Section 5.01. 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:

- (a) exchange views through their representatives with regard to the performance of their respective obligations under the Loan Agreement, the administration and operations, in respect of the Project, of the departments 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; and

(b) furnish to the other all such information as it 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, including its balance of payments, and the external debt of the Borrower, of any of its political subdivisions and of any agency of the Borrower or of any such political subdivision.

Section 5.02. (a) The Borrower shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request concerning the operations, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

(b) The Borrower and the Bank shall promptly inform each other 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 either of them of its obligations under the Loan Agreement.

Section 5.03. 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.

Article VI. TAXES AND RESTRICTIONS

Section 6.01. 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 imposed under the laws of the Borrower or laws in effect in its territories; provided, however, that the foregoing 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 6.02. The Loan Agreement, any instrument made pursuant to Section 4.01 of this Agreement and the Bonds shall be free from any taxes on or in connection with the execution, issue, delivery or registration thereof imposed under the laws of the Borrower or laws in effect in its territories and the Borrower shall pay all such taxes, if any, imposed under the laws of any other country or countries.

Section 6.03. The payment of the principal of, and interest and other charges on, the Loan and the Bonds shall be free from all restrictions, regulations, controls and moratoria of any nature imposed under the laws of the Borrower or laws in effect in its territories.

Article VII. REMEDIES OF THE BANK

Section 7.01. 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 the Loan Agreement or in the Bonds notwithstanding.

Article VIII. EFFECTIVE DATE; TERMINATION

Section 8.01. The following events are specified as additional conditions to the effectiveness of the Loan Agreement within the meaning of Section 11.01 (c) of the General Conditions :

- (a) the creation of a third post at the level of Principal Medical Officer in the Borrower's Ministry of Health to enable the Borrower to execute the responsibilities undertaken under Section 4.04 of this Agreement and the appointment of a qualified person for such a post;
- (b) the conclusion of an agreement for the employment of the architectural hospital consultant mentioned in Section 3.02 of this Agreement;
- (c) the appointment of the architect mentioned in Section 4.13 of this Agreement; and
- (d) the making of an administrative order of the Borrower giving effect to the provisions of Section 4.05 of this Agreement.

Section 8.02. The date August 30, 1971 is hereby specified for the purposes of Section 11.04 of the General Conditions.

Article IX. REPRESENTATIVE OF THE BORROWER; ADDRESSES

Section 9.01. The Minister of the Borrower responsible for finance is designated as representative of the Borrower for the purposes of Section 10.03 of the General Conditions.

Section 9.02. The following addresses are specified for the purposes of Section 10.01 of the General Conditions :

For the Borrower :

Permanent Secretary
Ministry of Finance
Port-of-Spain
Trinidad

Cable address :
Minfin
Trinidad

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 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.

Trinidad and Tobago :

By ELLIS CLARKE
Authorized Representative

International Bank for Reconstruction and Development :

By M. SHOAIB
Vice President

SCHEDULE I

WITHDRAWAL OF THE PROCEEDS OF THE LOAN

1. The table below sets forth the categories of items to be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to each category and the percentage of eligible expenditures so to be financed in each category :

<i>Category</i>	<i>Amount of the Loan Allocated (Expressed in Dollar Equivalent)</i>	<i>% of Expenditures to be Financed</i>
I. Civil works and locally produced equipment and furniture	1,400,000	48% of total expenditures (representing the estimated foreign expenditure component)
II. Professional and consultant services	100,000	48% of total expenditures (representing the estimated foreign expenditure component)
III. Technical assistance	100,000	48% of total expenditures (representing the estimated foreign expenditure component)
IV. Imported equipment and furniture	700,000	100% of foreign expenditures
V. Interest and other charges on the Loan accrued on or before December 31, 1975	400,000	100% of total expenditures
VI. Unallocated	<u>300,000</u>	
TOTAL	<u>3,000,000</u>	

2. For the purposes of this Schedule :

(a) The term "foreign expenditures" means expenditures for goods produced in, or services supplied from, the territories, and in the currency, of any country other than the Borrower;

(b) The term "local expenditures" means expenditures in the currency of the Borrower, or for goods produced in, or services supplied from, the territories of the Borrower; and

(c) The term "total expenditures" means the aggregate of foreign and local expenditures.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of :

(a) expenditures prior to the date of this Agreement, except that withdrawals may be made in respect of Categories II and III on account of expenditures incurred after April 15, 1971, in an aggregate amount not exceeding the equivalent of fifty thousand dollars (\$ 50,000); and

(b) payments for taxes imposed under the laws of the Borrower or laws in effect in its territories on goods or services, or on the importation, manufacture, procurement or supply thereof. To the extent that the amount represented by the percentage set forth in the third column of the table in paragraph 1 above in respect of any Category would exceed the amount payable net of all such taxes, such percentage shall be reduced to ensure that no proceeds of the Loan will be withdrawn on account of payments for such taxes.

4. Notwithstanding the allocation of an amount of the Loan set forth in the second column of the table in paragraph 1 above:

- (a) if the estimate of the expenditures under any Category shall decrease, the amount of the Loan then allocated to such Category and no longer required therefor will be reallocated by the Bank by increasing correspondingly the unallocated amount of the Loan;
- (b) if the estimate of the expenditures under any Category shall increase, the percentage set forth in the third column of the table in paragraph 1 above in respect of such expenditures shall be applied to the amount of such increase, and a corresponding amount will be allocated by the Bank, at the request of the Borrower, to such Category from the unallocated amount of the Loan, subject, however, to the requirements for contingencies, as determined by the Bank, in respect of any other expenditures; and
- (c) if any contract for the procurement of any item included in any Category shall have been awarded according to procedures inconsistent with those set forth or referred to in Section 2.03 of this Agreement, or if the Bank shall have reasonably objected to any such contract on the ground that the procurement procedure followed is inconsistent with the procedures set forth or referred to in such Section 2.03, or if the terms and conditions of any such contract shall, without the Bank's prior concurrence, materially differ from those on the basis of which bids were asked, the Bank may, by notice to the Borrower, cancel such amount of the Loan, and correspondingly reduce the amount allocated to the relevant Category, as the Bank shall reasonably determine to represent the portion of total expenditures under such contract which would have been eligible for financing out of the proceeds of the Loan, had the procurement procedures followed not been inconsistent with those set forth or referred to in such Section 2.03.

5. Notwithstanding the percentages set forth in the third column of the table in paragraph 1 above, if the estimate of total expenditures under Category I, II, III or IV shall increase and no proceeds of the Loan are available for reallocation to such Category, the Bank may, by notice to the Borrower, adjust the percentage then applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made.

SCHEDULE 2

DESCRIPTION OF THE PROJECT

The Project, the facilities of which are located as set out in the Annex hereto (as such Annex may be varied from time to time by agreement between the Borrower and the Bank) is designed to support the population control program of the Borrower and consists of the following Parts:

A. The construction and equipment of the following medical facilities to provide expanded opportunities for family planning services, namely:

- (i) a new 100-bed maternity hospital with teaching facilities at Mount Hope including a family planning clinic,
- (ii) seven new health centers (including four with a four-bed delivery unit attached to each), and a four-bed delivery unit added to an existing health center, and
- (iii) a new family planning clinic to replace the existing clinic attached to the San Fernando Hospital.

B. The construction and equipment of the following facilities to improve training of nurses and other family planning workers through:

- (i) the extension of existing facilities of the Port-of-Spain Nursing School to increase

teaching and supporting facilities from about 200 to 500 students, and dormitories for about 100 additional students,

- (ii) a new rural community health center at Arima to train medical, nursing and other personnel in rural public health work with emphasis on family planning, and
- (iii) a Family Planning Institute at Port-of-Spain for training of family planning workers, community leaders; and administrative offices.

C. Provision of services of:

- (i) a management advisor to the Borrower's Ministry of Health to advise on the development of suitable operating procedures for administering the Borrower's Family Planning Program,
- (ii) a program evaluation advisor attached to the Borrower's Ministry of Health to advise on revisions of the existing family planning evaluation systems, and the training of a local counterpart in evaluation procedures,
- (iii) a family life education advisor to the Borrower's Ministry of Education to advise on the curriculum content and on the training program of teachers of family life education in the Borrower's school system,
- (iv) a family planning nursing advisor to the Borrower's Ministry of Health to advise on family planning education in the training of nurses and other family planning personnel,
- (v) a manpower utilization advisor to the Borrower's Ministry of Health to advise on the most efficient use of health personnel in the Borrower's Family Planning Program, and
- (vi) the architect referred to in Section 4.13 of this Agreement.

D. Preparation of a review by a team appointed by the Borrower in consultation with the Bank of not more than three experts from outside the Borrower's territory, to assess progress of the Borrower's Family Planning Program and recommend suitable methods for program expansion.

E. Consulting Services for Parts A and B.

The Project is expected to be completed by December 31, 1975.

ANNEX TO SCHEDULE 2

Location of Facilities of the Project

<i>Type</i>	<i>Location</i>
Maternity Hospital	Mount Hope
Health Center with Delivery Unit	Petit Valley
Health Center with Delivery Unit	Toco
Health Center with Delivery Unit	Chaguanas
Health Center with Delivery Unit	Rio Claro
Delivery Unit	Roxborough
Health Center without Delivery Unit	Freeport
Health Center without Delivery Unit	La Romain
Health Center without Delivery Unit	Debe
Family Planning Clinic	San Fernando Hospital
Nursing School	Port-of-Spain
Rural Community Health Center	Arima
Family Planning Institute	Port-of-Spain

SCHEDULE 3
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>
October 15, 1981	55,000	April 15, 1989	95,000
April 15, 1982	60,000	October 15, 1989	100,000
October 15, 1982	60,000	April 15, 1990	105,000
April 15, 1983	65,000	October 15, 1990	110,000
October 15, 1983	65,000	April 15, 1991	110,000
April 15, 1984	70,000	October 15, 1991	115,000
October 15, 1984	70,000	April 15, 1992	120,000
April 15, 1985	75,000	October 15, 1992	125,000
October 15, 1985	75,000	April 15, 1993	130,000
April 15, 1986	80,000	October 15, 1993	135,000
October 15, 1986	80,000	April 15, 1994	140,000
April 15, 1987	85,000	October 15, 1994	145,000
October 15, 1987	85,000	April 15, 1995	150,000
April 15, 1988	90,000	October 15, 1995	155,000
October 15, 1988	95,000	April 15, 1996	155,000

* 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	3/4 %
More than three years but not more than six years before maturity	2 1/4 %
More than six years but not more than eleven years before maturity	3 %
More than eleven years but not more than sixteen years before maturity	4 1/2 %
More than sixteen years but not more than twenty-one years before maturity	5 3/4 %
More than twenty-one years but not more than twenty-three years before maturity	6 3/4 %
More than twenty-three years before maturity	7 1/4 %

SCHEDULE 4

PROCUREMENT

A. *Contracts for Civil Works*

1. Except as the Borrower and the Bank shall otherwise agree, the contracts for civil works shall be grouped into not more than three packages for the purposes of bidding. The invitation to bid for each package shall provide that the bidder may submit bids for one or more items within each package separately, or if he chooses, for all of the packages or any combination of the items of the packages. The bids for each package shall be opened simultaneously. Contracts shall be awarded on the basis of the combination of individual and/or package bids yielding the lowest evaluated total cost for all items included in each package.

2. Invitations to bid, specifications, conditions of contract and all other tender

documents shall 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 architectural hospital consultant, the analysis of the bids and the proposals for awards, together with the reasons for such proposals, shall be submitted to the Bank for its review and comments 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 submitted to the Bank under paragraphs 2 and 3 above, the text of the proposed changes shall be submitted to the Bank for its review and comments prior to the awarding of such contract. The requirements of Section 3.03 of this Agreement shall be observed in the award of contracts.

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 shall be grouped so far as possible to permit such bulk procurement as shall be consistent with sound technical and procurement practices. Insofar as practicable, contracts for both equipment and furniture shall be for a minimum amount of \$5,000.

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 shall be sent to the Bank for approval prior to inviting bids. The items shall be indexed, coded and numbered for identification with the facilities included under Parts A and B of the Project. 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 shall also be submitted for the Bank's approval prior to inviting bids.

3. Except as the Bank may otherwise agree, procurement shall be limited to those items of equipment and furniture in the approved lists mentioned in subparagraph B 2 above and identified in contract documents by the same indices, 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 2.03 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 paragraph 3.9 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.

(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.

SCHEDULE 5

STRENGTHENING OF PROJECT IMPLEMENTATION UNIT

1. The Project Implementation Unit shall operate under the direction of a Project Director and shall be directly responsible to the Permanent Secretary to the Borrower's Ministry of Works for the supervision of Parts A, B, and E of the Project. The Unit shall operate in close cooperation with the appropriate departments and agencies of the Borrower and shall, for the purposes of the Project, include a special section (the Population Section referred to in Section 4.13 of this Agreement) which shall be provided with engineering, accounting, procurement and such other personnel and services as shall be necessary for the efficient carrying out of the physical aspects of Parts A and B of the Project as specified below under (n) to (v).

2. The Unit shall be responsible for the following matters, except as the Borrower and the Bank shall otherwise agree :

Administrative Matters

- (a) arrangements for securing the services of specialist staff as required for the Ministry of Health and other sources;
- (b) administration of agreements with the consultants;
- (c) arrangements for briefing the consultants;
- (d) preparation of a comprehensive implementation chart showing the planned timetable of coordinated activities and responsibilities on which the carrying out of all aspects of the Project will be based. The chart will be prepared as the first step in implementing the Project and the planned timetable shall not be put into effect without the Bank being first given reasonable opportunity to comment on it;
- (e) jointly with the architectural hospital consultant, for all matters concerning the establishment of standards, user requirements, equipment lists, space schedules and the preparation of schematic and final designs for construction components and their cost estimates;
- (f) in association with the appropriate agencies of the Borrower, in selecting the architectural firms referred to in Section 3.02 of this Agreement for the production of tender documents, contract documents and supervision of the execution of the works;
- (g) arrangements for the review and approval by appropriate authorities of architectural and engineering reports, plans, specifications and other submitted material;
- (h) organization and supervision of the procurement of instructional equipment, books and loose furniture to manufacturer's designs;
- (i) arrangements for the award of contracts;
- (j) supervision of accounts of all Parts of the Project;
- (k) preparation of quarterly progress reports;
- (l) preparation of withdrawal applications;
- (m) overall supervision of the Project;

Architectural Matters

- (n) cooperating with the architectural hospital consultant in the exercise of his functions in respect of the Project and in the production by said consultant of the outlines of the designs of the construction elements of the Project;
- (o) liaison with the Ministry of Health and any other agencies involved in the Project and with the representatives of the ultimate building users;
- (p) preparation of briefs for architectural firms in detail, relating institutional and health specifications to realistic costing and functional design, and technical advice to the architects and consulting engineers;
- (q) reviewing the architectural drawings in detail to ensure that space provisions and specifications are treated correctly so as to minimize changes during construction and after acceptance and approval of tenders;

- (r) preparation with the assistance of the appropriate agencies of the Borrower of lists of all medical and instructional equipment and furniture required by the accommodation included in the Project, together with specifications and the estimated unit and total price of each item;
- (s) ensuring that all equipment and furniture meet prescribed specifications;
- (t) liaison with the architectural firms, observing and reporting to the Unit on the carrying out of the works in accordance with the building contracts;
- (u) receiving weekly site reports on the progress of the works and receiving and checking certificates for payment in accordance with the building contracts;
- (v) evaluating the progress of Parts A and B of the Project and preparing monthly reports for submission to the Unit and the hospital consultants.

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.*]
