

CONFORMED COPY

CREDIT NUMBER 4734-BD

Financing Agreement

(Chittagong Water Supply Improvement and Sanitation Project)

between

PEOPLE'S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 26, 2010

CREDIT NUMBER 4734-BD

FINANCING AGREEMENT

AGREEMENT dated July 26, 2010, entered into between PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred and twelve million and five hundred thousand Special Drawing Rights (SDR 112,500,000) (variously, "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 1 and September 1 in each year.

- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollars.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
 - (b) As a result of events which have occurred after the date of the Financing Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Project Implementing Entity will be able to perform its obligations under the Subsidiary Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in paragraph (b) of Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Subsidiary Agreement, acceptable to the association, has been entered into between the Recipient and the Project Implementing Entity.

- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient’s Representative is the Secretary or the Additional Secretary, or any Joint Secretary, Joint Chief, Deputy Secretary, Deputy Chief, Senior Assistant Secretary, Senior Assistant Chief, Assistant Secretary, or Assistant Chief of the Economic Relations Division of the Ministry of Finance.

- 6.02. The Recipient’s Address is:

Economic Relations Division
Ministry of Finance
Government of the People’s Republic of Bangladesh
Sher-E-Bangla Nagar
Dhaka, Bangladesh

Facsimile:

88028813088

- 6.03. The Association’s Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at Dhaka, Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By: /s/ Arastoo Khan

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Tahseen Sayed

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to increase the sustainable access to safe water and improved sanitation, as well as support the establishment of a long term water supply, sanitation and drainage infrastructure development and operational management program in Chittagong.

The Project consists of the following parts:

Part A. Water Supply and Sanitation

- (a) Construction of water treatment plants in CWASA's development plan, including, *inter alia*: technical design of said water treatment plants and their associated facilities; construction of the transmission, storage and distribution facilities associated with said water treatment plants; operational support for said water treatment plants; and construction of plant site protection measures against river erosion.
- (b) Rehabilitation and extension of water distribution system in Chittagong, including, *inter alia*: technical design of rehabilitation and extension of said water distribution system; repairs/replacement of dilapidated or non-functioning parts of said water distribution system; and extension of water supply and sanitation service provision to selected urban slums.
- (c) Provision of technical assistance and goods to CWASA for the improvement of operations and maintenance of its water distribution system and implementation of a pilot septic sludge handling system.
- (d) Provision of technical assistance to CWASA for contracts management, engineering design reviews, and supervision for construction of water treatment plants and water distribution systems, as well as for implementation of water supply and sanitation service provision to urban slums under the above Parts (a) and (b).
- (e) Carrying out of studies related to the saline intrusion of the Halda river, including: (i) analysis of future source of raw water for Modunaghat Water Treatment Plant and Mohara Water Treatment Plant; (2) implementation of salinity mitigation measures recommended by said studies.
- (f) Carrying out a program of compensation, resettlement and rehabilitation of Displaced Persons under this Part A of the Project.

Part B. Sewerage and Drainage

- (a) Undertaking relevant studies to update Chittagong's sewerage master plans and drainage master plans.
- (b) Provision of technical assistance to CWASA to identify and design priority investments in sewerage and drainage.
- (c) Carrying out of a program to rehabilitate selected drainage canal sections identified as priority investments under Part B (b) of the Project, including supervision support for said construction work.
- (d) Provision of technical assistance and training to CWASA to develop a responsibility and coordination framework for drainage and sewerage services in Chittagong.
- (e) Carrying out a program of compensation, resettlement and rehabilitation of Displaced Persons under this Part B of the Project.

Part C. Institutional and Operational Development and Project Management Support

- (a) Supporting the comprehensive institutional development of CWASA, including, *inter alia*: (i) expanding and equipping CWASA offices in parallel with its service expansion; (ii) provision of goods and equipment to CWASA to improve its billing and collection system, information technology and communications systems, and inventory control system; (iii) provision of technical assistance, training, study tours, vehicles, and equipment to CWASA to improve its laboratory facilities, utility management and its overall service delivery efficiency.
- (b) Strengthening the capacity of CWASA in Project management, monitoring and evaluation through provision of technical assistance, training, study tours, and other related logistic and operational support to CWASA, including, *inter alia*: (i) establishing a Project Management Unit ("PMU"), provision of technical expert and vehicles to the PMU, and supporting the operational cost of the PMU, and (ii) strengthening the capacity of PMU in Project management in areas of financial management, procurement, contract management, preparation of social and environmental safeguards instruments, and environmental and social safeguards management and audits.
- (c) Provision of technical assistance to CWASA in preparing new projects/programs to be supported by the Association.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Recipient shall on-lend the proceeds of the Financing to the Project Implementing Entity under a Subsidiary Agreement to be entered into between the Recipient and the Project Implementing Entity and in accordance with terms and conditions approved by the Association which shall include: (i) an interest rate of 5% per annum on the principal amount withdrawn and outstanding from time to time; and (ii) a twenty-year repayment period, including a five-year grace period.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

The Recipient shall cause the Project Implementing Entity to implement the EMF, the RPF, and the RAPs in accordance with the objectives, policies, procedures, time schedules and other provisions set forth therein.

Section II. Project Monitoring, Reporting and Evaluation**A. Project Reports**

1. (a) The Recipient shall monitor and evaluate the progress of the Project and cause the Project Implementing Entity to prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators agreed with the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

- (b) The performance indicators referred to above in sub-paragraph 1(a) consist of the following:
 - (i) the number of people provided with access to improved water sources under the Project;
 - (ii) the number of people living in slums in Project areas with access to safe water and improved sanitation;
 - (iii) the number of households connected to the water supply system as a result of construction works undertaken under the Project;
 - (iv) the number of households connected to the water supply system as a result of rehabilitation works undertaken under the Project; and
 - (v) improved community water points constructed or rehabilitated under the Project.
2. The Recipient shall, in conjunction with the Project Implementing Entity:
- (a) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about May 31, 2013, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 above, on the progress achieved in the carrying out of the Project during the period preceding the date of said report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
 - (b) review with the Association, by June 30, 2013, or such later date as the Association shall request, the report referred to in sub-paragraph (i) above, and, thereafter, no later than thirty (30) days after such review, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.
3. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than June 30, 2016.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall cause the Project Implementing Entity to prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall and shall cause the Project Implementing Entity have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, civil works and goods shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** Within the overall context of the Procurement Guidelines local procurement of goods and works

will follow the Recipient’s Procurement Laws. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Methods
(a) National Competitive Bidding
(b) Shopping
(c) Direct Contracting
(d) Community Participation in Procurement

For the purpose of National Competitive Bidding, the following shall apply: (a) post bidding negotiations shall not be allowed with the lowest evaluated or any other bidder; (b) bids should be submitted and opened in public in one location immediately after the deadline for submission; (c) rebidding shall not be carried out, except with the Association’s prior agreement; (d) lottery in award of contracts shall not be allowed; (e) bidders’ qualification / experience requirement shall be mandatory; (f) bids shall not be invited on the basis of percentage above or below the estimated cost and the contract award shall be based on the lowest estimated bid price of compliant bid from eligible and qualified bidder; and (g) single stage two envelope procurement system shall not be allowed.

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** Within the overall context of the Consultant Guidelines, local procurement of services of firms (for which the shortlist may be comprised entirely of national consultants) and services of individual consultants will follow the Recipient’s Procurement Laws. The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) Quality-based Selection
(b) Fixed Budget Selection
(c) Consultants’ Qualifications
(d) Least-Cost Selection
(e) Single-Source Selection
(f) Individual Consultants

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's prior review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Works, goods, Consultants' Services, training, and workshops	97,330,000	100%
(2) Resettlement compensation costs	330,000	100%
(3) Incremental Operating Costs	200,000	100%
(4) Unallocated	14,640,000	
TOTAL AMOUNT	112,500,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$200,000 equivalent may be made for payments made prior to this date but on or after December 1, 2009, for Eligible Expenditures.
2. The Closing Date is December 31, 2015.

Section V. Other Undertakings

1. The Recipient shall, not later than six (6) months after the Effectiveness Date, enter into a Performance Contract, whose terms and conditions shall be acceptable to the Association, with the Project Implementing Entity, such contract to detail the respective parties' obligations and responsibilities under the Project.
2. Without prejudice to any of its other obligations under this Agreement, the Recipient shall, at all times, take all necessary measures required on its part to enable the Project Implementing Entity to meet its obligations set forth in paragraph C of Section II, and in paragraphs 2 and 3 of Section IV, of the Schedule to the Project Agreement.

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1:	
commencing September 1, 2020 to and including March 1, 2030	1%
commencing September 1, 2030 to and including March 1, 2050	2%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

APPENDIX**Section I. Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 with the modifications set forth in Section III of this Appendix.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006 and May 2010.
4. “CWASA” means Chittagong Water Supply and Sewerage Authority established and operating under the Recipient’s Water Supply and Sewerage Authority Act of 1996.
5. “Displaced Person” means a person, a group of persons or a community, who, on account of the execution of the Project, experiences direct adverse economic and social impacts caused by: (a) the involuntary taking of land resulting in (i) relocation or loss of shelter; (ii) loss of assets or access to assets, totally or partially; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the restriction to access to the natural resources of protected areas resulting in adverse impacts on the livelihood of a person, group of persons or communities, and Displaced persons means more than one Displaced Person.
6. “EMF” means the Environmental Management Framework dated December 2009, issued by the Project Implementing Entity and endorsed by the Recipient in respect of the Project with the objective of analyzing the environmental impacts of the Project, and defining procedures, guidelines, rules and measures to mitigate, reduce and/or offset negative environmental impacts of the Project, and enhance the environmental benefits to be derived from the Project; as said Framework may be amended and/or supplemented from time to time with the prior concurrence of the Association.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006), with the modifications set forth in Section II of this Appendix.

8. “Incremental Operating Costs” means expenditures incurred by the Project Implementation Entity for the purpose of financing the costs associated with the operations and maintenance of equipment and vehicles, hiring of vehicles, office rent, consumables fuel, utilities, office supplies, bank charges and advertising costs, excluding the salaries and allowances of the Project Implementing Entity staff, and of the Recipient’s civil servants.
9. “Performance Contract” means the agreement to be entered into between the Recipient and the Project Implementing Entity pursuant to the provisions of Section V of Schedule 2 to the Financing Agreement.
10. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006 and May 2010.
11. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 9, 2010 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
12. “Procurement Laws” mean, collectively, the Recipient’s Public Procurement Act 2006, the Recipient’s Public Procurement Rules 2008 (as amended in August 2009), and the Recipient’s Public Procurement Act (1st Amendment) 2009.
13. “Project Implementing Entity” means Chittagong Water Supply and Sewerage Authority, an autonomous corporate body registered under the Recipient’s relevant laws and regulations.
14. “Project Implementing Entity’s Legislation” means the Recipient’s Water Supply and Sewerage Authority Act of 1996.
15. “Project Management Unit” or “PMU” means the Project Management Unit referred to in Section I.A.1 of the Project Agreement.
16. “RAP” means the resettlement action plan or plans to be prepared by the Project Implementing Entity and to be endorsed by the Recipient, giving details of policy provisions and the legal and institutional framework governing resettlement and rehabilitation of Displaced Persons, including the magnitude of land acquisition and displacement, findings of socio-economic surveys and baseline characteristics, organizational responsibilities, the process for resettlement, timetable for construction of transit and permanent housing units, consolidated costs and budgets, and performance criteria and process monitoring indicators; as said RAP may be amended and/or supplemented from time to time with the prior concurrence of the Association.

17. “RPF” means the Resettlement Policy Framework dated February 2010, issued by the Project Implementing Entity and endorsed by the Recipient, for the purpose of the Project, as said Framework may be amended and/or supplemented from time to time with the prior concurrence of the Association.
18. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall on-lend the proceeds of the Financing to the Project Implementing Entity.

Section II. Modifications to the General Conditions

The modifications to the General Conditions for Credits and Grants of the Association, dated July 1, 2005 (as amended through October 15, 2006) are as follows:

1. Paragraph (l) of Section 6.02 is modified to read as follows:

“Section 6.02. *Suspension by the Association*

... (l) *Ineligibility.* The Association or the Bank has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by the Association or the Bank or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Association or the Bank, as a result of (i) a determination by the Association or the Bank that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Association or the Bank;” and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Section III. Modifications to the Anti-Corruption Guidelines

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“... (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a

result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”