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GRANT NUMBER H633-TP

# Financing Agreement

(Second Chance Education Project)

between

DEMOCRATIC REPUBLIC OF TIMOR-LESTE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated February 18, 2011

Public Disclosure Authorized



**GRANT NUMBER H633-TP**

**FINANCING AGREEMENT**

AGREEMENT dated February 18, 2011, entered into between DEMOCRATIC REPUBLIC OF TIMOR-LESTE ( “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, and modified, 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 grant in an amount equivalent to three million two hundred thousand Special Drawing Rights (SDR 3,200,000) (the “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (the “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 Payment Dates are April 1 and October 1 in each year.
- 2.05. The Payment Currency is the Dollar.

**ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through its Ministry of Education in accordance with the provisions of Article IV of the General Conditions.
- 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 — EFFECTIVENESS; TERMINATION**

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. 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 years (20) after the date of this Agreement.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Recipient's Representative is the Minister of Finance of the Recipient.
- 5.02. The Recipient's Address is:

Ministry of Finance  
Palácio do Governo  
Edifício 5, 1.º Andar  
Dili, Democratic Republic of Timor-Leste

Facsimile:

+670-332-13-39

5.03. 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 Dili, Democratic Republic of Timor-Leste, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF TIMOR-LESTE

By/s Emilia Pires

Authorized Representative

ASSOCIATION	INTERNATIONAL	DEVELOPMENT
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By/s/ Ferid Belhaj

Representative	Authorized
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## SCHEDULE 1

### Project Description

The objectives of the Project are: (a) to increase the number of out-of-school youth and young adults who complete recognized equivalency programs; and (b) to decrease the number and/or rate of leavers from each program and level, thus increasing internal efficiency of the program.

The Project consists of the following parts:

Part 1: Curriculum Development and Production and Distribution of Instructional Materials

- (A) Development of new curricula; instructional materials, and teachers manuals for Equivalence Level II programs, including distance learning.
- (B) Training of trainers to deliver Equivalence Level II programs.
- (C) Establishment of small school libraries at each community learning center established by DNEAENF.
- (D) Printing and distribution of textbooks and instructional materials for Primary programs, Equivalence Level I programs, and Equivalence Level II programs, to support the curriculum revisions and introductions planned under Part 1 (A).

Part 2: Improved Quality of Service Delivery

- (A) Strengthening of DNEAENF's management of services to out of school youth and adults through management and planning advice; training of managers and administrators as needed.
- (B) Development and implementation of a promotional campaign to support community engagement and improved participation in non-formal education (including provision of transport equipment necessary to support the field-based activities of DNEAENF).
- (C) Improvement of the monitoring and evaluation capacity of DNEAENF.
- (D) Improvement of teaching capacity, including hiring and training of teachers, field coordinators and teacher trainers, and training of central and community facilitators in non-formal education.

Part 3: Expansion of Local Capacity for Service Delivery through Community Learning Centers

- (A) Evaluation of DNEAENF's existing Community Learning Centre Program; preparation of selection criteria, procedures and information materials for the Community Groups and facilitators;
- (B) Conducting workshops and training of communities and to introduce the concept of Community Learning Centers;
- (C) Funding the provision of grants to selected communities that agree to establish and maintain a Community Learning Center (one in each of the 65 Sub-Districts of the Recipient), to cover the costs of furniture, equipment, supplies and small works for such Learning Centers.

Part 4: Information, Monitoring and Evaluation Technology

- (A) Upgrading of instructional, information and office technology to support the establishment and expansion of capacity and monitoring of programs within DNEAENF.
- (B) Carrying out of distance learning pilots.
- (C) Conducting studies to build the knowledge base for stronger non-formal education programming.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

The Recipient, through MOE, shall establish prior to the implementation of the Project, and maintain until the completion of the Project (unless otherwise indicated in this sub-section A), a project implementation team, consisting of qualified staff in sufficient numbers and under terms of reference satisfactory to the Association, which shall be responsible for the overall coordination, implementation, monitoring and evaluation of the Project activities, and including:

1. The MOE's Director of DNEAENF, who shall have the overall responsibility for Project management, subject to management oversight by MOE's Director-General, and shall serve as the team leader for the Project Implementation Unit/Team in order to ensure effective management, supervision and implementation.
2. A procurement advisor, located in MOE's Department of Procurement of the Directorate of Finance, Administration, Logistics and Procurement, responsible for overseeing Project related procurement activities.
3. A financial management specialist, located in the MOE's Directorate of Finance, Administration, Logistics, and Procurement, responsible for budget management, financial transaction processing and the coordination of the Project's external audit.
4. Until December 31, 2011, a non-formal education curriculum advisor located in DNEAENF, to support the day-to-day implementation of the curriculum and program development under Part 1 of the Project.
5. Full-time until December 31, 2011, and thereafter as needed to achieve the objectives of the Project, a management and planning advisor, and an assistant management and planning advisor, located in DNEAENF to: (i) strengthen DNEAENF's management of services to out-of-school youths and adults; and (ii) to support the day-to-day organization of Part 2 of the Project and the coordination of the design and implementation of Part 3 of the Project.
6. An information technology coordinator, located in DNEAENF, during implementation of Part 4 of the Project.



**B. Project implementation**

1. The Recipient, through MOE, shall: (a) submit a monitoring and evaluation plan to the Association for its review and concurrence within six months of the Effective Date; and (b) thereafter apply said plan until completion of the Project, unless otherwise agreed by the Association.
2. The Recipient shall submit an annual work plan and budget for each Part of the Project to the Association for review and concurrence: (a) within ninety days of the Effective Date for the first calendar year of Project implementation; and (b) for each subsequent calendar year, by no later than September 30 of each year.

**C. Anti-Corruption**

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

**D. Community Grants Manual, Safeguards**

1. The Recipient shall undertake an evaluation of existing Community Learning Centers to inform further development of Community Learning Centers.
2. The Recipient shall adopt a Community Grants Manual acceptable to the Association which shall include inter alia:
  - (a) Eligibility criteria and selection procedures for activities that may be funded by Community Learning Center Grants;
  - (b) Reporting requirements, financial management, disbursement and procurement guidelines and procedures for the implementation and monitoring and evaluation of the Community Learning Center Grants;
  - (d) Terms and conditions to be included in Community Grant Agreements; and
  - (e) A list of potentially negative environmental impacts of the activities eligible to be included under Part 3(C) of the Project, and the measures necessary for preventing, minimizing, and mitigating such impacts.
3. The Recipient shall ensure that Part 3(C) of the Project is carried out in accordance with the Community Grants Manual.
4. The Recipient shall not amend or waive any of the provisions of the Community Grants Manual without the prior written approval of the Association. In case of any

discrepancies between the Community Grants Manual and this Agreement, the provisions of this Agreement shall prevail.

5. The Recipient shall ensure that the proceeds of the Community Learning Center Grants shall not be used to finance the acquisition of land.

**E. Community Learning Center Grants**

1. Except as the Association shall otherwise agree, the Recipient shall make Community Learning Center Grants to Community Groups, in accordance with: (i) the Community Grants Manual; and (ii) an agreement to be entered into between the Recipient (through MOE) and the Sub-District, on terms and conditions set forth in the Community Grants Manual (“Community Grant Agreement”).
2. The Recipient (through MOE) shall exercise its rights in relation to each such Community Learning Center Grant in such manner as to: (i) protect the interests of the Recipient and the Association; (ii) comply with its obligations under this Agreement; and (iii) achieve the purposes of the Project. Except as the Association shall otherwise agree, the Recipient (through MOE) shall not assign, amend, abrogate or waive any Community Grant Agreement or any of its provisions.

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

**A. Project Reports**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
2. 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 six (6) months after the Closing Date.

**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 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 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 (1) 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, and shall be made publicly available by the Recipient in a manner acceptable to the Association.

**Section III. Procurement**

**A. General**

1. **Goods.** All goods required for the Project and to be financed out of the proceeds of the Grant 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 Grant 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**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods. The Procurement Plan shall specify the circumstances under which such methods may be used:

<b>Procurement Method</b>
(a) National Competitive Bidding
(b) Shopping
(c) Direct Contracting
(d) Community Participation in Procurement

**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.** 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.

<b>Procurement Method</b>
(a) Selection based on Consultants Qualifications
(b) Single Source Selection
(c) Procedures for the Selection of Individual Consultants pursuant to Section V of the Consultant Guidelines
(d) Sole Source Procedures for the Selection of Individual Consultants

**D. Review by the Association of Procurement Decisions**

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association: (a) each contract indicated in the Procurement Plan as subject to Prior Review; and (b) All other contracts shall be subject to Post Review by the Association.

**Section IV. Withdrawal of the Proceeds of the Grant**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant 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 Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, consultants’ services, Training and Incremental Operating Costs for the Project	1,675,000	100%
(2) Salaries for Contract teachers, Teacher Trainers and Field Coordinators	600,000	On a declining basis, as follows: 100% of expenditures incurred in calendar year 2011 75% of expenditures incurred in calendar year 2012 50% of expenditures incurred in calendar year 2013 0 % thereafter
3) Community Learning Center Grants	925,000	100% of amounts disbursed
<b>TOTAL AMOUNT</b>	<b>3,200,000</b>	

For purposes of this table:

- (i) The term “Incremental Operating Costs” means incremental expenses incurred by MOE on account of Project implementation support and management and reasonably related thereto, including communications, utilities, stationary, domestic travel costs and per diem, maintenance of vehicles and equipment funded by the proceeds of the Financing, but excluding salaries of the Recipients’ civil servants;
- (ii) The term “Training” means reasonable expenditures incurred by the Recipient in connection with the holding of training under the Project including the domestic travel costs and per diem of trainers and trainees, and the rental of facilities and the production and/or acquisition and distribution of training materials; and
- (iii) The term “Salaries for Contract Teachers, Teacher Trainers and Field Coordinators” means payments made to qualified persons who shall be employed by the MOE on the basis of temporary contracts, or stipends in addition to existing formal teaching positions, to teach in the non-formal education programs or coordinate the implementation thereof at local level.

**B. Withdrawal Conditions; Withdrawal Period**

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the date of this Agreement; and
  - (b) for payments made under Category (3) (Community Learning Center Grants) until the Community Grants Manual has been duly adopted by the Recipient and submitted to the Association.
- 2. The Closing Date is December 31, 2015.

**ANNEX to SCHEDULE 2****National Competitive Bidding Procedures**

The following provisions shall apply in respect of contracts for goods and works financed under the Project and procured according to National Competitive Bidding (NCB) procedures:

**Eligibility**

The eligibility of bidders shall be as defined under Section I of the Association's Guidelines for Procurement under IBRD Loans and IDA Credits, published by the Association in May 2004 and revised in October 2006; accordingly, no bidder or potential bidder should be declared ineligible for contracts financed by the Association for reasons other than the ones provided by Section I of the Guidelines.

**Bidders Participation**

No eligibility restrictions based on nationality of bidder or origin of goods shall apply; therefore, foreign bidders shall be allowed to participate in NCB without restriction.

No limitations shall be imposed on any bidder as to the number of tenders in which he may participate during a given period of time.

Prior registration, obtaining a license or an agreement shall not be a requirement for any bidder to participate in bidding procedures.

**Advertising, Time for Bid Preparation**

Potential bidders shall be allowed adequate time to prepare bids which should not be less than thirty (30) days, except for commodities and small goods contracts.

**Standard Bidding Documents**

Standard Bidding Documents, acceptable to the Association, should be used.

**Bid Security**

Bid security shall not be required for all procurement and shall be capped to a reasonable percentage of the amount of the contract in order not to hinder competition; when required, it shall be in the form of a bank guarantee from a reputable bank.

**Qualification Criteria and Evaluation Criteria**

Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only criteria so specified, shall be used to determine whether a bidder is

qualified. The evaluation of the bidder's qualifications should be conducted separately from the technical and commercial evaluation of the bid.

Bid Opening, Evaluation and Award of Contract

Bids shall be opened immediately after the stipulated deadline for submission of bids. Bids received after the deadline for bid submission shall be rejected and returned to the bidders unopened.

- (a) Evaluation of bids shall be made in strict adherence to the criteria that shall be clearly specified in the bidding documents and quantified in monetary terms for evaluation criteria other than price, merit points shall not be used in bid evaluation.
- (b) A contract shall be awarded to the technically responsive bid that offers the lowest evaluated price and no negotiations shall be permitted.
- (c) Bidders shall not be eliminated from detailed evaluation on the basis of minor, non-substantial deviations.
- (d) No bidder shall be rejected on the basis of a comparison with the employer's estimate and budget ceiling without the Association's prior concurrence.

Preferences

No domestic preference shall be given for domestic bidders and for domestically manufactured goods.

Rejection of All Bids and Re-bidding

All bids shall not be rejected or new bids solicited without the Association's prior written concurrence.

Publication of the Award of Contract

Publication of the contract award should include: (a) name of each bidder who submitted a bid; (b) bid prices as read out at bid opening; (c) name and evaluated price of each bid; (d) name of bidders whose bids were rejected; and (e) name of the winning bidder; upon request, the Recipient shall inform unsuccessful bidders of the reasons of their rejection.

Complaints by Bidders and Handling of Complaints

The Recipient shall establish an effective and independent protest mechanism allowing bidders to protest and to have their protests handled in a timely manner.



### Fraud and Corruption

The Association shall declare a firm or individual ineligible, either indefinitely or for a stated period, to be awarded a contract financed by the Association, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract financed by the Association.

### Right to Inspect/Audit

Each bidding document and contract financed from the proceeds of the Financing shall include a provision requiring bidders, suppliers and contractors to permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract and to have said accounts and records audited by auditors appointed by the Association. The deliberate and material violation by the supplier, contractor or subcontractor of such provision may amount to obstructive practice.

**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 II of this Appendix.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Community Group” means a community selected by DNEAENF in accordance with the Community Grants Manual, that agrees to establish and maintain a Community Learning Center;
4. “Community Learning Center” means a multi-use facility that communities can use to host learning programs offered by DNEAENF and other organizations, cultural events, and other activities that contribute to community growth and prosperity.
5. “Community Learning Center Grant” means a portion of the proceeds of the Financing to be made available under Part 3(C) of the Project.
6. “Community Grant Agreement” has the meaning ascribed thereto in Schedule 2 Section 1, under E(1) of this Agreement;
7. “Community Grants Manual” means the manual referred to in Schedule 2 Section I, under D(1) and Schedule 2 Section IV.B 1(b) of this Agreement, as may be amended from time to time with the prior written approval of the Association.
8. “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.
9. “Department of Procurement of the Directorate of Finance” means MOE’s department of said name and any successor thereto, including but not limited to MOE’s Directorate of Procurement.
10. “DNEAENF” means MOE’s Department of Adult Education and Non-Formal Education and any successor thereto, including but not limited to MOE’s Directorate of Recurrent Education.
11. “Equivalence Level I” and “Equivalence Level II” respectively, has the meaning assigned thereto in DNEAENF’s program structure of March 2008.

12. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
13. “MOE” means the Recipient’s Ministry of Education and any successor thereto.
14. “Ministry of Finance” means the Recipient’s Ministry of Finance and any successor thereto.
15. “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.
16. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated June 30, 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.
17. “Sub-District” means one of sixty-five (65) decentralized administrative units of the Recipient, where a Community Learning Center is, or is proposed to be located geographically.

## **Section II: 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.”

