

Public Disclosure Authorized

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CREDIT NUMBER 4757-BD

Financing Agreement

(Empowerment and Livelihood Improvement “Nuton Jibon” Project)

between

PEOPLE’S REPUBLIC OF BANGLADESH

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 23, 2010

Public Disclosure Authorized

FINANCING AGREEMENT

AGREEMENT dated August 23, 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 seventy six million two hundred thousand Special Drawing Rights (SDR 76,200,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 August 15 and February 15 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 SDF to carry out the Project 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 Event of Suspension consists of the following, namely, that the Memorandum and Articles of Association of SDF shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of SDF to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that that the Subsidiary Grant Agreement has been executed on behalf of the Recipient and SDF.
- 5.02. The Additional Legal matter consists of the following, namely that the Subsidiary Grant Agreement has been duly authorized by the Recipient and SDF and is legally binding upon the Recipient and SDF 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, or Deputy Secretary, or Senior Assistant Secretary, or Assistant Secretary, or Joint Chief, or Deputy Chief, or Senior Assistant Chief, or Assistant Chief of the Economic Relations Division of the Ministry of Finance.

6.03. 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:

88028113088

6.04. 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, People's Republic of Bangladesh, as of the day and year first above written.

PEOPLE'S REPUBLIC OF BANGLADESH

By: /s/ M. Musharraf Hosain Bhuiyan

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Ellen Goldstein

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve the livelihoods, quality of life and resilience to climate variability, natural hazards and other shocks of the rural poor, especially the left-out poor and vulnerable households.

The Project consists of the following parts:

Part A: Community and Livelihood Development at the Village Level

1. Carrying out a program to develop and strengthen community organizations, consisting, *inter alia*, of the following:
 - a. Supporting mobilization and formation of community organizations at the village level.
 - b. Strengthening, developing and equipping community organizations at the village level to enable them to plan and implement village development and risk reduction measures associated with natural hazards and climate variability under Part A.2 of the Project.
2. Carrying out a program to strengthen the capacity of community organizations in carrying out village development and climate variability risk reduction measures, and provision of Sub-grants from the Village Development and Risk Reduction Fund to Beneficiaries to carry out Subprojects at the village level, such program to consist, *inter alia*, of the following activities:
 - a. Strengthening the capacity of community organizations in planning and carrying out village development and risk reduction activities associated with natural hazards and climate variability.
 - b. Strengthening the capacity of community organizations in implementing the Vulnerability Analysis Framework.
 - c. Supporting youth development in participating communities in skill training and generating employment opportunities.
 - d. Developing a sustainable community-based savings and credit system.
 - e. Supporting productive, community infrastructure, and social services at the village level and preparing communities to better manage and cope with climate risks and disasters.

Part B: Institutional Development and Livelihoods Promotion at Inter-village Level

Carrying out a program to strengthen the capacity of inter-village organizations consisting, *inter alia*, of the following:

1. Supporting the sustainable development of inter-village organizations (such as cluster-level federations and district-level federations) through the provision of technical assistance to develop their capacity in carrying out potential income generating activities, information provision activities, and establishing linkages with service providers.
2. Supporting Economic Activity Federations in carrying out their functions and delivering services to their members, including provision of Sub-grants to eligible Economic Activity Federations for such purposes.
3. Supporting the development of community professional centers at the cluster level to provide technical support and services to community organizations to ensure their sustainability.

Part C: Capacity Development and Partnership Building from Cluster to National Levels

Carrying out a program to strengthen the institutional capacity and delivery of services by SDF and other relevant agencies, consisting, *inter alia*, of the following:

1. Strengthening the capacity of SDF and other relevant agencies at the national, district, and field levels to operationalize CDD approach and deliver CDD programs to respond to the demands and needs of the rural poor and hard core poor.
2. Supporting SDF in promoting innovative and replicable interventions on a pilot basis in areas of CDD approach, community organizations governance, climate risk management and community adaptation, environmental sustainability and livelihood development.
3. Supporting SDF and other relevant agencies in promoting business and establishing market and informational linkages for community organizations to improve livelihood of the poor, including strategic alliances and partnerships for promotion of savings, access to rural finance, and micro-enterprise, agri-business and community-corporate partnerships.
4. Supporting SDF in developing training, counseling, job placement and employment generation opportunities for members of participating communities.

Part D: Project Management, Monitoring, and Coordination

Strengthening the capacity of SDF in overall coordination, planning, implementation and management of the Project at national, regional and district levels, including the implementation of SDF's human resource policy and practices developed under the Project, monitoring and evaluation of the Project, and carrying out learning and communication activities under the Project.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

1. Subsidiary Grant Arrangement

The Recipient shall make available to SDF the proceeds of the Financing through a Subsidiary Grant Agreement whose terms and conditions shall be acceptable to the Association.

2. Anti-Corruption

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

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 set out in Annex of Schedule to the Project Agreement. Each Project Report shall cover the period of one (1) calendar quarter, 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. 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 as part of the Project Report 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.

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, goods and works, shall be procured under contracts awarded following the Procurement Guidelines.
2. **Procurement of Goods and Works through the Recipient's Procurement Rules.** 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 Method	
(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)	Single Source Selection
(e)	Individual Consultants
(f)	Least Cost Selection
(g)	Commercial Practices

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 Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed (inclusive of Taxes)
(1) Sub-grants for Sub-projects under Parts A.2 B.2 of the Project	60,900,000	95%
(2) Goods, works, consultants services, training and Operating Costs	15,300,000	100%
TOTAL	76,200,000	

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 \$5,000,000 equivalent may be made for payments made prior to this date but on or after April 30, 2010, for Eligible Expenditures.
2. The Closing Date is June 30, 2016.

Section V: Other Undertakings

The Recipient shall establish, by June 30, 2011, and thereafter maintain an endowment fund of at least US\$15 million payable from its own resources in four equal annual installments during the period of implementation of the Project to ensure the long-term sustainability of SDF.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15:	
Commencing August 15, 2020 to and including February 15, 2030	1%
commencing August 15, 2030 to and including February 15, 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. “Beneficiary” means an individual or a community association, to whom SDF (as hereinafter defined) has made or proposes to make a Sub-grant (as hereinafter defined).
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “CDD” means community driven development.
5. “Community Operational Manual” means the manual, dated May 16, 2010, prepared and adopted by SDF, which manual includes, inter alia, (i) guidelines, procedures and implementation arrangements for the preparation, implementation and monitoring of Subprojects by village organizations; (ii) environmental and social safeguard measures to be taken under Subprojects; and (iii) financial management and procurement methods and social accountability measures to be used, as such manual shall be revised from time to time with the prior agreement of the Association, and such term includes any schedules or annexes to such manual.
6. “Community Professional Center Manual” means the manual dated May 16, 2010, adopted by SDF and acceptable to the Association, which sets out the norms and conditions for the establishment and operation of community professional learning and training centers, and for the provision of services through such centers, as such manual shall be revised from time to time with the prior agreement of the Association.
7. “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.
8. “Economic Activity Federation” or “EAF” means a rural community-based, voluntarily-constituted group of Beneficiaries, with a common interest in the production of goods or services for the purposes of livelihood support or entrepreneurship, that meets the eligibility criteria set out in the Project Implementation Plan (as defined hereinafter) and the EAF Manual (as defined

hereinafter) for receiving Sub-grants and other technical assistance under Part B.2 of the Project.

9. “EAF Manual” means the Economic Activity Federations Manual to be adopted by SDF pursuant to the provisions of paragraph C.1 of Section I of Schedule to the Project Agreement, which sets out the rules and procedures for the creation and maintenance of Economic Activity Federations and the criteria, terms and conditions for providing Sub-grants to qualifying EAFs under Part B.2 of the Project, as such Manual shall be revised from time to time with the prior agreement of the Association.
10. “Environmental and Social Management Framework” means the framework instrument, dated April 30, 2010 adopted by the Recipient and SDF, and referred to in Section D of Section I of the Schedule to the Project Agreement (as defined hereinafter), which sets forth principles, procedures, and mitigation, enhancement, monitoring and institutional measures to avoid or mitigate potential adverse environmental and social impacts resulting from the Project, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such framework.
11. “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.
12. “Governance and Accountability Action Plan” means the plan, dated April 30, 2010, prepared and adopted by the Recipient and SDF, and acceptable to the Association, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such plan.
13. “Human Resources Policy and Manual” means the policy and manual dated April 27, 2010, prepared and adopted by SDF and acceptable to the Association, for hiring and retaining staff at SDF’s national, regional, district and cluster offices, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such policy and manual.
14. “Memorandum and Articles of Association” means the Memorandum and Articles of Association of SDF (as hereinafter defined) dated March 31, 2001.
15. “Operating Costs” means the incremental costs incurred by SDF directly related to the Project, including the costs of operations and maintenance of vehicles,

office rental, office utilities and supplies, printing materials, advertising costs, communication costs, bank charges, costs of consumables procured under the Project, salaries and allowances of contracted staff of SDF, and travel allowances and costs for attending Project related meetings and workshops, but excluding salaries of the Recipient's officials.

16. "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.
17. "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.
18. "Procurement Plan" means the procurement plan for the Project, dated May 13, 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.
19. "Project Agreement" means the agreement between the Association and SDF of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Project Agreement.
20. "Project Implementation Plan" and its abbreviation "PIP" mean the plan, dated May 13, 2010, prepared and adopted by SDF, referred to in Section I.C of the Schedule to the Project Agreement, setting out the procedural basis for implementation of the Project and its monitoring and supervision, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such plan.
21. "Project Implementing Entity" means SDF (as defined hereinafter).
22. "SDF" means the Social Development Foundation, an institution registered as a non-profit organization under the Recipient's Companies Act, 1994, as amended.
23. "Sub-grant" means a grant made or proposed to be made by SDF out of the proceeds of the Financing to finance a Subproject.
24. "Subproject" means any eligible activity or activities under Parts A.2 and B.2 of the Project to be carried out by a Beneficiary utilizing the proceeds of a Sub-grant and community contribution, in accordance with the Project Implementation Plan and the Community Operational Manual.

25. “Subproject Financing Agreement” means the agreement to be entered into between SDF and a Beneficiary for the purpose of carrying out by the Beneficiary of a Subproject.
26. “Subsidiary Grant” means a grant to be made by the Recipient out of the proceeds of the Financing to SDF pursuant to the provisions of paragraph 1 of Section I of Schedule 2 to this Agreement.
27. “Subsidiary Grant Agreement” means the agreement to be entered into between the Recipient and SDF, in accordance with terms and conditions acceptable to the Association, pursuant to the provisions of Section 5.01 of this Agreement.
28. “Village Development and Risk Reduction Fund” means the fund established by the Recipient for purposes of financing eligible Subprojects under Part A.2 of the Project in accordance with the provisions of the PIP and the Community Operational Manual.
29. “Village Development and Risk Reduction Plan” means the plan included as a part of the Community Operational Manual, which sets out guidelines and procedures for implementing eligible Subprojects under Part A.2 of the Project, as the same may be modified from time to time with the prior written agreement of the Association.

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 (i) of Section 6.02 is modified to read as follows:

“Section 6.02. *Suspension by the Association*

(1) *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.”