

**cThe World Bank**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
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February 17, 2011

**CONFORMED COPY**

His Excellency  
Ismael Benavidas Ferreyros  
Minister of Economy and Finance  
Ministry of Economy and Finance  
Jr. Junín 319  
Lima, Peru

Re: PERU – SFLAC Grant for Peru Vilcanota II Project Preparation  
SFLAC Grant No.TF096160

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Peru (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”), acting as administrator of grant funds provided by the Government of Spain under the Spanish Fund for Latin America and the Caribbean (“SFLAC”), proposes to extend to the Recipient, a grant in an amount not to exceed six hundred twenty five thousand United States Dollars (U.S. \$625,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank.

This Agreement shall become effective upon receipt by the World Bank of evidence that the conditions of effectiveness listed in Section 4.01 of the Annex to this Agreement have been fulfilled and have been considered satisfactory to the World Bank.

Very truly yours,

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By /s/ Laura Frigenti  
Acting Director  
Bolivia, Chile, Ecuador, Perú and Venezuela  
Latin America and the Caribbean Region

AGREED

**REPUBLIC OF PERU**

By: /s/ Ismael Benavidas Ferreyros  
(Authorized Representative)

Title: Minister of Economy and Finance

Date: March 30, 2011

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010.
- (2) Disbursement Letter of even date together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.

**Article I**  
**Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 31, 2010 (“Standard Conditions”) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, and the following additional terms have the following meaning:

(a) “Bank Safeguard Policies” means the Bank’s operational policies and procedures set forth in the Bank’s Operational Manual under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60 as said manual is published under [www.WorldBank.org/opmanual](http://www.WorldBank.org/opmanual).

(b) “COPESCO” means *Proyecto Especial Regional Plan COPESCO*, an autonomous legal entity created through Presidential Decree (*Decreto Supremo*) 001-69-IC/DC of April 25, 1969, and which administration was later transferred from MINCETUR to the GRC through Presidential Decree No. 074-2004-PCM.

(c) “Environmental Assessments” means, collectively, the following Recipient’s environmental evaluations for the Project detailing, *inter alia*, the environmental measures to be applied during Project implementation as such may be amended from time to time with the prior approval of the World Bank: (i) the Strategic Environmental Assessment for the Vilcanota II Project; (ii) the Environmental Framework for Minor Infrastructure Works; (iii) the Environmental Framework for the Construction of Landfills; and (iv) the Environmental Management of the Inca Trail to Machu Picchu: Diagnosis and Proposals for Solution, dated December 2003.

(d) “GRC” means *Gobierno Regional de Cuzco*, the Regional Government of Cuzco.

(e) “MEF” means *Ministerio de Economía y Finanzas*, the Recipient’s Ministry of Economy and Finance.

(f) “Operation Manual” means the manual referred to in Section 2.03 (b) (i) of the Annex to this Agreement, outlining policies and implementation procedures including institutional strengthening, environmental and social mitigation plans as well as monitoring guidelines for the Project and other related documents. Said manual may be amended from time to time with the World Bank’s prior approval, and such term includes any schedules to the Project Operation Manual, including the instruments to comply with the applicable Bank Safeguard Policies, such as the Environmental Assessments, the RPF, any Resettlement Plans and any other instrument deemed necessary for the implementation of the Vilcanota II Project.

(g) “PCU” means the Project Coordination Unit, as organized within COPESCO within the Regional Government of Cuzco.

(h) “Resettlement” means the direct impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently, as determined by the Bank.

(i) “Resettlement Plans” means the plans to be prepared by the Recipient in all cases in which prior screening has determined that Resettlement has been triggered by works undertaken under the Vilcanota II Project.

(j) “RFP” or “Resettlement Policy Framework” means the Recipient’s framework set forth in the Project Operation Manual which includes, *inter alia*, the principles and objectives governing resettlement preparation and implementation, a description of the process for preparing and approving resettlement action plans, and the applicable legal framework to address Resettlement (as defined above).

(k) “Transfer of Funds Agreement” means *Convenio de Traspaso de Recursos*, the agreement to be entered into by and between the Recipient, through MEF and the GRC, through COPESCO, referred to in Section 2.03 of Annex to this Agreement.

(l) “Vilcanota II Project” means the Regional Government of Cuzco Vilcanota II Project.

(m) “Vilcanota Valley” means the Project area defined as the hydrological catchment basin of the Vilcanota River which includes the Sanctuary and the sacred valley of the Incas.

## **Article II Project Execution**

2.01. ***Project Objectives and Description.*** The objective of the Project is to finance the preparation of the Regional Government of Cuzco Vilcanota II Project (“Vilcanota II Project”). The Project consists of the following parts:

### *Part A: Designs, Costing, Feasibility Studies and Economic Analysis of the Vilcanota II Project*

Carrying out of feasibility studies, completion of designs and costing for the Recipient’s *Sistema Nacional de Inversión Pública* approval and for Project Appraisal Document preparation with regards to:

- (a) construction of sections of the Cuzco expressway and the Cuzco bypass road;
- (b) solid waste management system for the provinces of Calca, Cuzco and Urubamba, designing of a new system of garbage collection, transportation and landfills aiming at a positive impact on public health, environment, and local landscape;
- (c) disaster risk management system for Machu Picchu Pueblo, the Vilcanota Valley, and the City of Cuzco, including an early disaster warning system, an evacuation

plan, enhancement of medical facilities for trauma patients, and selected public works mitigation, as well as disaster public information campaigns and regular drills for disaster preparedness;

- (d) provision of better access roads to historic and heritage sites around Cuzco and Vilcanota Valley; and
- (e) preparation of terms of reference for project management support and studies to be undertaken under the Vilcanota II Project, including related operational costs.

Part B: Ensuring Compliance with the Bank Safeguard Policies Applicable to the Vilcanota II Project

Preparation of environmental and social impact analyses, Resettlement Plans, environmental management plans, stakeholder consultations and other documentation and activities needed for compliance with the applicable Bank Safeguard Policies with regards to:

- (a) construction of sections of the Cuzco expressway and the Cuzco bypass road;
- (b) solid waste management system for the provinces of Calca, Cuzco and Urubamba, designing of a new system of garbage collection, transportation and landfills aiming at a positive impact on public health, environment, and local landscape;
- (c) disaster risk management system for Machu Picchu Pueblo, Vilcanota Valley, and the City of Cuzco, including an early disaster warning system, an evacuation plan, enhancement of medical facilities for trauma patients, and selected public works mitigation, as well as disaster public information campaigns and regular drills for disaster preparedness;
- (d) provision of better access roads to historic and heritage sites around Cuzco and Vilcanota Valley; and
- (e) preparation of terms of reference for project management support and studies to be undertaken under the Vilcanota II Project, including related operational costs.

Part C: Building Efficient and Accountable Public Sector Institutions

- (a) Provision of technical assistance to carry out an institutional assessment and staff capacity of the implementation of the Vilcanota II Project.
- (b) Identification and training of the required staff to prepare and implement the Vilcanota II Project.
- (c) Preparation of a full staffing plan, with organization chart and terms of reference for each position.
- (d) Estimation of operating costs and logistics required for the Vilcanota II Project.
- (e) Drafting of inter-institutional Transfer of Funds Agreement between MEF and the GRC, establishing arrangements for the transfer of loan proceeds and loan repayment for the preparation and implementation of the Vilcanota II Project.

- (f) Preparation of the Operation Manual for the Vilcanota II Project.

Part D: Project External Audit

Contracting of annual financial audits of the Grant's financial management systems and flows.

2.02. **Project Execution Generally.** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the GRC, through COPESCO (“Project Implementing Entity” or “PIE”) to carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 (“Anti-Corruption Guidelines”) with the modifications set forth in the Appendix to this Agreement; (c) this Article II; (d) the Transfer of Funds Agreement; and (e) the Project Operation Manual.

2.03. **Institutional and Other Arrangements.** Without limitation to the provision of this Section, the Recipient, through MEF, shall enter into a Transfer of Funds Agreement with the GRC, through COPESCO, satisfactory to the World Bank, whereby, *inter alia*:

- (a) the Recipient is obligated to:
  - (i) promptly transfer the proceeds of the Grant to the GRC, through COPESCO; and
  - (ii) obtain, and if necessary, facilitate the completion of any approvals required to effectively enable the PIE to discharge its obligations under the Transfer of Funds Agreement; and
- (b) the PIE is obligated to:
  - (i) carry out Project activities with due diligence and efficiency in accordance with the Operation Manual as set forth in Section 1.02 (f) of the Annex to this Agreement;
  - (ii) use the Grant funds in accordance with the terms and conditions of this Agreement and those of the Transfer of Funds Agreement, and in conformity with administrative, technical, financial, procurement, auditing, participatory and legal standards and practices;
  - (iii) furnish all information covering the implementation of Project Activities and the use of the proceeds of the Grant, as the World Bank shall reasonably request;
  - (iv) from time to time, exchange views with the World Bank’s representatives on the progress and results of the Project activities pursuant to the provisions of Section 2.05 of the Annex to this Agreement;

- (v) take, in close consultation with the Recipient, all necessary measures required to enable the World Bank's representatives to visit the territory of the Recipient for purposes related to the Grant;
  - (vi) carry out procurement and contractual aspects required for the implementation of the Project Activities and the maintenance of all relevant procurement documentation, all in accordance with the provisions of Section 2.07 of this Agreement;
  - (vii) ensure the timely withdrawal of Grant funds pursuant to the provisions of Article III to this Agreement and the terms of the Disbursement Letter;
  - (viii) ensure compliance with financial management procedures detailed in Section 2.06 of the Annex to this Agreement; and
  - (ix) ensure, until the completion of the Project, efficient inter-institutional coordination and exchanges between the public sector representatives appointed to the Project, seeking to resolve, in a timely manner, any issue that may delay Project implementation.
- (c) The Recipient and the GRC, through COPESCO shall agree to abide by the Anti-corruption guidelines and all parties under the Transfer of Funds Agreement shall have the right to, in case of fraud or corruption (as defined in the Anti-Corruption Guidelines) provide for the early termination of the Transfer of Funds Agreement, or temporarily suspend its effects and/or require the restitution of funds transferred to the GRC, through COPESCO under said Transfer of Funds Agreement.
- (d) The Recipient and the GRC, through COPESCO shall exercise their rights and carry out their obligations under the Transfer of Funds Agreement in such manner as to protect the interests of the Recipient, the GRC, COPESCO and the World Bank and to accomplish the purpose of this Grant. Except as the World Bank shall otherwise agree, the Recipient, GRC and COPESCO, shall not assign, amend, abrogate, waive or fail to enforce the Transfer of Funds Agreement or any portion thereof.
- (e) In case of conflict between the terms of the Transfer of Funds Agreement and those of this Agreement, the terms of this Agreement shall prevail.

2.04. **Donor Visibility and Visit.** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Government of Spain's support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Government of Spain to visit any part of the Recipient's territory for purposes related to the Project.

2.05. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall cause the PIE to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth in the Operations Manual. Each Project Report shall cover the period of one calendar

semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

(b) The Recipient shall cause the PIE to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

2.06. **Financial Management.** (a) The Recipient shall cause the PIE to ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall cause the PIE to ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall cause the PIE to have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the entire period during which withdrawals from the Grant Account were made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

## 2.07. **Procurement**

(a) General. All goods and 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:

(i) Section I (excluding paragraph 1.16) of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Procurement Guidelines”), in the case of goods; and

(ii) Sections I (excluding paragraph 1.24) and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Consultant Guidelines”) in the case of consultants’ services.

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods (Including Non-Consultant Services)

Goods shall be procured under contracts awarded on the basis of Shopping.

(d) Particular Methods of Procurement of Consultants’ Services



(i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants' services for those assignments which the Bank agrees meet the requirements set forth in the Consultant Guidelines for their use: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants' Qualifications; (E) Single-source Selection; (F) Selection of Individual Consultants; and (G) Sole Source Procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. Except as the World Bank shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the World Bank: (i) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$200,000 or more. In addition, the following prior review procedures shall apply to each contract for the employment of individual consultants (other than consultants to be selected on a sole source basis) estimated to cost the equivalent of \$35,000 or more: (A) the report on the comparison of the qualifications and experience of candidates, terms of reference and conditions of employment of the consultant shall be furnished to the World Bank for its prior review and approval; (B) the contract shall be awarded only after the World Bank's approval shall have been given; and (C) the provisions of paragraph 3 and 5 of Appendix 1 to the Consultant Guidelines shall apply to the contract. The following prior review procedures shall apply to each contract for the employment of individual consultants to be selected on a sole source basis: (i) the qualifications, experience, terms of reference and conditions of employment of the consultants shall be furnished to the World Bank for its prior review and approval; (ii) the contract shall be awarded after the World Bank's approval shall have been given; and (iii) the provisions of paragraph 3 of Appendix 1 to the Consultant Guidelines shall apply to the contract. All other contracts shall be subject to Post Review by the World Bank.

### **Article III Withdrawal of Grant Proceeds**

3.01. ***Eligible Expenditures.*** The Recipient shall cause the PIE to withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The 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><u>Category</u></b>	<b><u>Amount of the Grant Allocated (expressed in US Dollars)</u></b>	<b><u>Percentage of Expenditures to be Financed (inclusive of Taxes)</u></b>
(1) Consultants' services	595,550	100%
(2) Operating costs	29,450	100%
<b>TOTAL AMOUNT</b>	625,000	

For the purpose of this Section the term "Operating costs" means reasonable cost of the non-consultant expenditures incurred by the PIE in connection with the Project implementation, including: (a) facilities, supplies, equipment rental, printing, catering and other costs for workshops and public consultations; (b) travel expenses in connection with study tours and business trips to Lima for COPESCO team members; (c) rental of other equipment and facilities; (d) preparation, printing and distribution of publications and content for electronic media, including setting up and managing websites; (e) facilities, supplies, equipment rental, printing, catering and other costs for training events.

3.02. ***Withdrawal Conditions.*** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. ***Withdrawal Period.*** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2011.

#### **Article IV Effectiveness; Termination**

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:

(a) the Transfer of Funds Agreement referred to in Section 2.03 of this Annex has been duly executed and ratified by the Recipient and the GRC, through COPESCO is legally binding upon each such party in accordance with its terms; and

(b) the Project Operation Manual referred to in Section 2.03 (b) (i) of the Annex to this Agreement has been approved by the Recipient and adopted by the GRC, through COPESCO, in a manner satisfactory to the World Bank.

4.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event has ceased to exist.

4.03. **Termination for Lack of Implementation or Disbursement.** This Agreement and all obligations of the parties under it shall terminate if: (a) the Grant has not been countersigned before March 31, 2011; (b) it has not been implemented or has not disbursed any funds after 6 months of its countersignature; (c) the Vilcanota II Project is approved by the World Bank's Board; and/or (d) SFLAC Secretariat has determined that there is lack of progress in the implementation of this Project, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article V**  
**Recipient's Representative; Addresses**

5.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Economy and Finance.

5.02. **Recipient's Address.** The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Economy and Finance  
Jr Junin 319, Piso 5  
Lima, Peru  
Tel.: +511 311 5958, +511 311 5959  
Facsimile: +511 311 9900

With copies to:

Fernando Rodríguez Gonzales  
Executive Director  
Plan COPESCO Cusco  
Plaza Tupac Amaru s/n, Wanchaq, Cusco, Peru  
Tel: +011 51 84581540 (Rina Victoria Pacheco, Assistant to Executive Director)

5.03. **World Bank's Address.** The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

## APPENDIX

### Modifications to the Anti-Corruption Guidelines

**Section I.** 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.”