GRANT NUMBER TF0A5029

Grant Agreement

(Sustainable Cities Project)

between

ILLEB BANKASI ANONIM SIRKETI

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as administrator of the Turkey Sustainable City Planning and Management Systems Single-Donor Trust Fund

Dated September 28, 2017
AGREEMENT dated September 28, 2017, entered into between ILLER BANKASI ANONIM SIRKETI ("Recipient"), for the benefit of the Republic of Turkey ("Member Country") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("IBRD" or "World Bank"), acting as administrator of the Turkey Sustainable City Planning and Management Systems Single-Donor Trust Fund ("Trust Fund"), established pursuant to funds provided by the European Commission ("EC" or the "Donor").

The Recipient and the World Bank hereby agree as follows:

**Article I**

**Standard Conditions; Definitions**


1.02. 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 as follows:

(a) "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, and revised in January 2011 and as of July 1, 2016.

(b) "Euro", and "EUR" each means the lawful currency of the Euro Area.

(c) "Euro Area" means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

(d) "Loan Agreement" means the Loan Agreement, dated December 26, 2016, between the Recipient and the International Bank for Reconstruction and Development, providing a Loan in support of the Sustainable Cities Project (Loan No. 8677-TR).

(e) "Loan" means the loan provided by IBRD to the Recipient through the Loan Agreement.
“Operating Costs” means the reasonable incremental expenses directly incurred by the Recipient in carrying out, managing and monitoring Part A of the Project, based on an annual work plan and budget agreed to by the Bank, including the following expenditures: (i) communication costs, including for the dissemination of Project-related information, translations, interpretation, advertising and publication; (ii) subscription to publications and databases; (iii) travel, lodging and per diems (other than those covered under Training); and (iv) other miscellaneous costs directly associated with Part A of the Project (but excluding salaries of officials and employees of the Recipient, and any costs financed by other donors and financing sources).

“Operational Manual” and “OM” mean the manual referred to in Section I.B.1 of Schedule 2 to the Loan Agreement and this Agreement, setting out the policies and procedures for implementation of the Project.

“PMU” means the project management unit of the Recipient, established on April 29, 2005, and confirmed by a decision of the Board of Directors of the Recipient on January 25, 2006, or any successor to such unit.

“Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 5, 2017, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the said paragraph.

“Sub-borrower” means a municipality or utility, which satisfies the appropriate criteria as set out in the Operational Manual and in paragraph 4 of Annex 1 to Schedule 2 to the Loan Agreement, to which the Recipient proposes to make or has made a Sub-loan under the Loan Agreement.

“Sub-loan” means a loan made, or proposed to be made by the Recipient, out of the proceeds of the Loan for purposes of financing all or a portion of the expenditures incurred by a Sub-borrower for goods, works, non-consulting services and consultants’ services under a Sub-Project.

“Sub-project” means a specific project, selected in accordance with provisions of paragraph 4 of Annex 1 to Schedule 2 to the Loan Agreement, which is proposed to be carried out by a Sub-borrower, in whole or in part, through the utilization of the proceeds of a Sub-loan under the Loan Agreement.

“Training” means reasonable costs directly associated with the provision of training, workshops and study tours under Part A of the Project; said costs, outlined in the annual work plan and budget to be agreed upon by
the Bank, shall consist of expenditures associated with: (i) travel, lodging and per diem; (ii) securing the services of trainers; (iii) rental of training and workshop facilities; (iv) preparation and reproduction of training and workshop materials; (v) other costs directly related to training course; and (vi) workshop or study tour preparation and implementation (but all excluding costs of consulting services and any costs financed by other donors and financing sources).

(n) “World Bank’s Safeguards Policies” means the World Bank’s operational policies and procedures, set forth in the World Bank’s operational manual and identified as OP/BP 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.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project, in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed twenty-three million one hundred twenty-five thousand Euros (€23,125,000) ("Grant") to assist in financing of Part A of the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned Trust Fund for which the World Bank receives periodic contributions from the donor to the Trust Fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned Trust Fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.
Article IV
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred that would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

5.01. 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 execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental and corporate action.

(b) If the World Bank so requests, the condition of the Recipient, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), the Recipient shall furnish to the World Bank an opinion satisfactory to the World Bank, of counsel acceptable to the World Bank, or if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing that this Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms.

5.03. 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 5.01 (“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 (or events) has (or have) ceased to exist.
5.04. **Termination for Failure to Become Effective.** This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date sixty (60) days after the date of this Agreement, 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 VI**

**Recipient's Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Director General.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ilker Bankasi Anonim Sirketi  
Kizilirmak Mahallesi  
Ufuk Universitesi Caddesi No: 12  
06510 Cukurambar/Cankaya  
Ankara, Republic of Turkey

Facsimile:

90 312 508 79 49

6.03. 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

Telex: Facsimile:

248423 (MCI) or 1-202-477-6391  
64145 (MCI)
AGREED at Ankara, Republic of Turkey, as of the day and year first above written.

ILLER BANKASI ANONIM SIRKETI

By:  

Authorized Representative

Name:  Yusuf BUYUK
Title:  Genel Müdür

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as administrator of Turkey Sustainable City Planning and Management Systems Single-Donor Trust Fund

By:  

Authorized Representative

Name:  Johannes ZUTT
Title:  Country Director
SCHEDULE 1

Project Description

The objective of the Project is to contribute to the reform of policies and legislation that guide municipal planning, and contribute towards improving sustainable urban development planning practices for participating municipalities.

The Project consists of the following parts:

Part A. Sustainable City Planning and Management Systems

1. Provision of technical assistance and goods to selected municipalities and their affiliated utilities to ensure comprehensive and integrated planning, including support for spatial, social, environmental and financial/capital investment planning and management.

2. Provision of support to selected municipalities and their affiliated utilities in their preparation of feasibility studies, environmental and social impact assessments and engineering designs for Sub-projects.

3. Strengthening the capacity of the Recipient to implement the above described activities under this Part A and to manage sustainable city systems, including in the areas of contract management, management and implementation of sustainable city investments through: (a) provision of support for embedding city-level actions for climate change, energy efficiency, water and sanitation, urban transport, solid waste management, and urban planning and in building awareness on international practices to promote and implement sustainable cities actions; (b) provision of training and capacity building to municipalities; (c) preparation of reports and studies that examine required reforms and propose changes with an aim to improving planning practices for integrated and comprehensive planning; and (d) provision of Operating Costs for implementation, management, monitoring and evaluation, and coordination activities under Part A of the Project.

Part B. Municipal Investments

Establish and operate a municipality credit facility targeted to infrastructure investments, through the provision of Sub-loans to Sub-borrowers (including municipalities and their affiliated utilities) to finance the cost of goods, works, non-consultant services and consultants’ services required to carry out investments in Sub-projects, including in the public transport, water and sanitation, solid waste management, and energy sectors.
Part C. Project Management

Provision of support to the Recipient for implementation of Part B of the Project including provision of goods and consultants' services for supervision and monitoring and evaluation, as well as for public outreach and communication.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall: (a) maintain, until the completion of the Project, the Project Management Unit ("PMU") established within its International Relations Department and responsible for coordinating and supervising Project implementation; and (b) ensure that the PMU functions at all times in a manner and with staffing, budgetary resources and authority, necessary and appropriate for Project implementation acceptable to the World Bank.

B. Projects Operational Manual

1. (a) The Recipient, for purposes of implementing the Project, shall develop an Operational Manual ("OM") setting out, inter alia:

   (i) policies and procedures: relating to implementation of the Project, for the selection of municipalities that will benefit from the technical assistance and support to be provided under Parts A.1 and A.2 of the Project, and for the selection and financing of Sub-projects under Part B of the Project;

   (ii) financial management arrangements, requirements and detailed procedures consistent with the provisions of Section II.C of this Schedule 2;

   (iii) guidelines and procedures for procurement consistent with the provisions of Section III of this Schedule 2; and

   (iv) safeguards obligations consistent with the provisions of Section I.D of this Schedule 2 and requirements under the Anti-Corruption Guidelines.

(b) The Recipient shall carry out the Project in a timely manner and in accordance with the provisions of the OM.

(c) The Recipient shall not amend or waive, or permit to be amended or waived the OM or any provisions thereof, except with the prior written approval of the World Bank.
C. Anti-Corruption

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

D. Safeguards (Technical Assistance under Part A of the Project)

1. For purposes of carrying out Part A of the Project, the Recipient shall select municipalities and utilities in accordance with eligibility criteria and procedures acceptable to the World Bank and as set out in the OM.

2. The Recipient shall ensure that the terms of reference of any consultancy in respect to Part A of the Project shall be satisfactory to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the World Bank's Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.

E. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor's support for Part A of the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donor to visit any part of the Member Country's territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under Part A of the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the World Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor.

B. Project Reports; Completion Report

1. The Recipient shall 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 acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall 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 (6) months after the Closing Date.

C. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

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

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, non-consulting-services and 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:

(b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. **Definitions.** The capitalized terms used below in 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan:

   (a) National Competitive Bidding, subject to the additional provisions set forth in Annex 2 to this Schedule 2;

   (b) Shopping; and

   (c) Direct Contracting.

**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 methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan:

(a) Least Cost Selection;

(b) Selection based on Consultants' Qualifications;

(c) Single-source Selection of consulting firms;

(d) Procedures set forth in Section V of the Consultant Guidelines for the Selection of Individual Consultants; and

(e) Single-source procedures for the Selection of Individual Consultants.

D. **Review by the World Bank of Procurement Decisions**

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

E. **Document Retention**

Notwithstanding the provisions of paragraphs 2(j) and 5 of Appendix I to the Procurement Guidelines, and paragraphs 2(k) and 5 of Appendix I to the Consultant Guidelines, the Recipient: (i) shall retain all documentation with respect to each contract as described in said paragraphs for at least seven years and six months after the Closing Date set forth in Section IV.B.2 of this Schedule; (ii) shall furnish such documentation to the World Bank at any time upon request; and (iii) hereby authorizes the World Bank to disclose such documentation to the Donor.

Section IV. **Withdrawal of Grant Proceeds**

A. **General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, 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 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in Euro)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, consultants' services, Training, and Operating Costs, under Part A of the Project</td>
<td>23,125,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>23,125,000</td>
<td></td>
</tr>
</tbody>
</table>

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.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2020.
Annex 2

to

SCHEDULE 2

Mandatory Provisions for Procurement under Bank-Financed Contracts
Subject to National Competitive Bidding

The procedures to be followed for National Competitive Bidding shall be those set forth in the Public Procurement Law of the Member Country (Law No. 4734), as amended from time to time, with the latest amendment dated January 23, 2017 (the “PPL”) notwithstanding anything to the contrary in the Member Country’s Law on Public Procurement Contracts (Law No. 4735), as amended from time to time, with the latest amendment dated April 23, 2015, and subject to the following provisions:

A. Eligibility

The eligibility of bidders shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines.

Bidding shall not be restricted to domestic bidders. No restrictions in respect of eligibility to participate in bidding for contracts shall be placed on the basis of nationality of the bidder and/or the origin of goods other than those set forth in paragraph 1.10 of the Procurement Guidelines. No restriction of any kind shall be applied to foreign bidders who wish to submit a bid.

Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids.

B. Procedures

(i) Invitations to bid shall be advertised in the Member Country’s official gazette, or in at least one widely circulated national daily newspaper, or in an electronic portal of free access allowing a minimum of thirty (30) days for the preparation and submission of bids.

(ii) The sale and/or issuance of bidding documents shall not be restricted only to entities invited by the procuring entity.

(iii) Prequalification procedures acceptable to the World Bank shall be used for large, complex and/or specialized projects.
C. **Assessment of Bidders’ Qualifications**

In the procurement of goods and non-consulting services, where pre-qualification is not used, the qualifications of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying minimum experience, technical and financial requirements which shall be explicitly stated in the bidding documents and which shall be determined by a ‘pass/fail’ method, not through use of a merit point system.

D. **Participation by Government-owned Enterprises**

Government-owned enterprises in the Republic of Turkey shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Member Country. Furthermore, they will be subject to the same bid and performance security requirements as other bidders.

E. **Participation by Joint Ventures**

Participation shall be allowed from joint ventures on the condition that such joint venture partners will be jointly and severally liable under the contract.

F. **Bidding Documents**

Procuring entities shall use the World Bank’s sample National Competitive Bidding documents for Europe and Central Asia Region for goods and works in a manner acceptable to the World Bank, and shall draft prequalification documents (where applicable), contracts and conditions of contract, acceptable to the World Bank.

G. **Bid Evaluation**

(i) Evaluation criteria other than price shall be quantified in monetary terms.

(ii) Evaluation of bids shall be made in strict adherence to the monetarily-quantifiable criteria declared in the bidding documents and a merit point system shall not be used.

(iii) An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the bid validity expiration date and shall be allowed once only for the minimum period required to complete the evaluation or award a contract, but not more than thirty (30) days. No further extensions shall be requested without the prior approval of the World Bank.
Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid, and no negotiation as to the price or substance of the bid shall take place.

No preference (of any kind) shall apply under National Competitive Bidding.

H. Rejection of All Bids

All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank’s prior written concurrence. No bids shall be rejected solely because they fall below or exceed the estimated or reference price.

I. Securities

Bid securities should not exceed 3% (three percent) of the estimated cost of the contract; performance securities should not exceed more than 10% (ten percent) of the cost of the contract. No advance payments shall be made to the suppliers without a suitable advance payment security. The wording of all such securities shall be included in the bidding documents and shall be acceptable to the World Bank. Bidders shall be given at least twenty-eight (28) days from the receipt of notification of contract award to submit performance securities, and bid securities shall remain valid for such period.

J. Fraud and Corruption

Each bidding document and contract financed out of the proceeds of the Grant shall include provisions on matters pertaining to fraud and corruption set forth in paragraph 1.16 of the Procurement Guidelines. The World Bank will sanction a firm or an individual, at any time, in accordance with prevailing World Bank sanctions procedures.

K. Audit Rights

In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Grant shall provide that: (i) the bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the World Bank, 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 World Bank; and (ii) acts intended to materially impede the exercise of the World Bank’s audit rights may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.
L. **Debarment**

The World Bank may recognize, if requested by the Member Country, exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the World Bank confirms that the particular debarment procedure afforded due process and the debarment decision is final.