CONFORMED

ACGF GRANT NUMBER TF097182

Africa Catalytic Growth Fund
Grant Agreement

(Road Corridor Project)

between

ISLAMIC REPUBLIC OF MAURITANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Africa Catalytic Growth Fund

Dated October 7, 2010
ACGF GRANT NUMBER TF097182

AFRICA CATALYTIC GROWTH FUND
GRANT AGREEMENT

AGREEMENT dated October 7, 2010, entered into between:

ISLAMIC REPUBLIC OF MAURITANIA (“Recipient”); and

INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Africa Catalytic Growth Fund.

WHEREAS (A) The Project (as hereinafter defined) is expected to be funded through financing to be obtained from the World Bank, acting as administrator for the Africa Catalytic Growth Fund and the European Union (“EU”) in addition to the Recipient’s own contribution.

(B) The Recipient has requested from the EU, as part of various supports under the 10th European Development Fund, an amount of forty six million Euros (Eur. 46,000,000) for the financing of the Project.

(C) The Recipient intends to allocate from its budget an amount approximately equivalent to nine million five hundred thousand Dollars ($9,500,000) to complete the financing of the Project, as counterpart funds.

NOW, THEREFORE, the Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard 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 Standard Conditions or in this Agreement.

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 equal to twenty million United States Dollars ($20,000,000) (“Grant”) to assist in financing 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. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Additional Remedies

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

(a) Transport liberalization. The Recipient has amended, abrogated, waived, terminated or suspended Ordinance No. 2005-010 dated November 8, 2005 on the liberalization of the transport sector, in a manner which is not satisfactory to the World Bank.

(b) Co-financing.

(i) The agreement (“Co-financing Agreement”) between the Recipient and the EU (“Co-financier”) providing for financing in an amount equivalent to Eur. 46,000,000 (“Co-financing”) to assist in financing the Project, has failed to become effective by December 31, 2010, or such later date as the World Bank has established by notice to the Recipient; provided, however, that the provisions of this sub-paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under the Agreement.
(ii) Subject to sub-paragraph (iii) of this paragraph, the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement.

(iii) Sub-paragraph (ii) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation or termination was not caused by the failure of the Recipient to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient’s obligations under the Agreement.

(c) Event prior to Effectiveness. 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 which 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; and

(b) the Recipient has paid an amount equivalent to one million seven hundred thousand Dollars ($1,700,000) in the Project Account as initial deposit of its Counterpart Funds.

5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions 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, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
5.03. Except as the Recipient and the World Bank shall otherwise agree, the effective date on which this Agreement shall enter into effect shall be 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. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 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 the Minister of the Recipient at the time responsible for economy.

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

Minister of Economic Affairs and Development  
Ministère des Affaires Économiques et du Développement  
BP 238  
Nouakchott  
Mauritania

Facsimile:  
222-525-33-35

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: Telex: Facsimile:  
INDEVAS 248423 (MCI) or 1-202-477-6391  
Washington, D.C. 64145 (MCI)
AGREED at Nouakchott, Islamic Republic of Mauritania, as of the day and year first above written.

ISLAMIC REPUBLIC OF MAURITANIA

By //s// Sidi Ould Tah

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Africa Catalytic Growth Fund)

By //s// Kathryn Hollifield

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to reduce physical barriers to road transport along the corridor from Nouakchott to Rosso.

The Project consists of the following parts:

Part 1. Rehabilitation of the Corridor, including (A) the portion of the Corridor between Nouakchott and Bombri; and (B) the portion of the Corridor between Bombri and Rosso.

Part 2. Strengthening capacity in the Recipient’s transportation sector for: (A) the supervision of the civil works; (B) the monitoring of the implementation and supervision of the ESMP and the monitoring and evaluation of the impact of the Project on local development; (C) indemnification of Displaced Persons as part of the implementation of the Abbreviated Resettlement Action Plan; and (D) the completion of technical and financial audits and financing of Operating Costs.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional arrangements

1. The MET shall be responsible for the implementation of the Project.

2. (a) No later than six (6) months after the Effective Date, the Recipient shall have established a Coordination Committee with attributions and compositions satisfactory to the World Bank.

   (b) Without limitation to the provisions of Paragraph (a) above, the Coordination Committee shall be responsible, inter alia, for the coordination and overall monitoring of the activities of the Project.

   (c) Without limitation to the provisions of Paragraph (a) above, the Coordination Committee shall include representatives of the Recipient’s ministries responsible for transport, economy, environment and, but only as observers, the donors involved in supporting the Recipient’s transport sector.

3. The DEPC shall be responsible for the procurement, financial management and reporting of the Project.

4. The DIT shall be responsible for the technical implementation of the activities included in the Project, with the support of:

   (a) a consultant of international reputation selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank, for the supervision of the civil works included in Part 1 of the Project; and

   (b) a consultant selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with the provisions of Section III of Schedule 2 to this Agreement, for the monitoring of the implementation of the ESMP and the Abbreviated Resettlement Action Plan and the establishment of a grievance mechanism, all in collaboration with the Recipient’s ministry responsible for environment.

5. The Inspector General of the MET shall be responsible for the internal audit of the Project, as further described in the Project Implementation Manual.

6. (a) No later than twelve (12) months after the Effective Date, the Recipient shall have recruited a monitoring and evaluation consultant selected on the basis of terms of reference, qualifications and experience satisfactory to the World
Bank, in accordance with the provisions of Section III of Schedule 2 to this Agreement, to support DIT for the Project.

(b) Without limitation to the provisions of Paragraph (a) above, the monitoring and evaluation consultant shall be in charge of, *inter alia*, monitoring and evaluating the impact of the Project on both direct and indirect creation of jobs and other impacts on local population.

7. The General Secretary of the MET shall be responsible for furnishing to the World Bank no later than September 15 and March 15 each year, or such other date as shall have been agreed by the World Bank in writing, a report from MET on the application of the fiduciary controls, including details of any governance issues encountered under the Project, covering the six month period ending on the date of the report.

8. The Recipient shall ensure that, throughout the implementation of the Project, the MET is assisted by professional staff, in adequate number and with terms of reference, qualification and experience satisfactory to the World Bank, for the implementation of the Project.

B. Other Implementation Commitments

With a view to improving both the maintenance of the transport network and its financing:

1. No later than December 31, 2011, the Recipient shall have adopted, signed and furnished to the World Bank a letter of transport sector policy including, *inter alia*, the following: (i) a dated action plan for the implementation of the conclusions of the road fund study entitled “Etude pour la Mise en Place d’un Fonds d’Entretien Routier de Seconde Génération” to be performed by the Recipient, acceptable to the World Bank; and (ii) a dated action plan for the modernization of the Recipient’s road maintenance operations, including the reorganization of ENER, acceptable to the World Bank.

2. The Recipient shall comply with the letter of transport sector policy and with the action plans referred to in Paragraph 1 (i) and (ii) above upon their adoption.

3. The Recipient shall provide to the World Bank evidence in form and substance satisfactory to the World Bank that a routine maintenance budget for the maintenance of the core road network, which includes the Corridor as necessary, is secured in the Recipient’s budget for 2011, 2012, 2013 and 2014, in each case no later than January 15 of the relevant year.
4. No later than June 30, 2011, the Recipient shall have established or reactivated, as the case may be, a platform for the transport sector reform monitoring and evaluation, which shall include representatives of the public sector, the private sector and the donors, in a manner satisfactory to the World Bank.

C. Project Manual

1. The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual.

2. No later than three (3) months after the Effective Date, the Recipient shall have amended the Project Implementation Manual in order to reflect specificities in the activities included in the Project.

3. The Project Implementation Manual may be amended from time to time in consultation with the World Bank. Unless the Recipient and the World Bank shall otherwise agree in writing, the Recipient shall not amend, abrogate, or waive any provision of the Project Implementation Manual in a manner which, in the opinion of the World Bank, could have a material adverse impact on the implementation of the Project.

4. In the event that any provision of the Project Implementation Manual shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

D. Safeguards

1. The Recipient shall ensure that, throughout the implementation of the Project, the Project shall be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environmental and Social Management Plan and the Abbreviated Resettlement Action Plan.

2. Except as the World Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements, the Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Environmental and Social Management Plan or the Abbreviated Resettlement Action Plan.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, on a semi-annual basis, reports on the status of compliance with the Environmental and Social Management Plan and the Abbreviated Resettlement Action Plan, giving details of:

(a) measures taken in furtherance of the Environmental and Social Management Plan and the Abbreviated Resettlement Action Plan;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Environmental and Social Management Plan and the Abbreviated Resettlement Action Plan; and

(c) remedial measures taken or required to be taken to address such conditions.

4. In the event that any provision of the Environmental and Social Management Plan or the Abbreviated Resettlement Action Plan shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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 Section II of the Appendix to this Agreement.

F. Counterpart funds

1. In accordance with Section 2.01(b) of the Standard Conditions and without limitation to the Recipient’s obligations under said Section 2.01(b) of the Standard Conditions, the Recipient shall contribute an amount of not less than the equivalent of nine million five hundred thousand Dollars ($9,500,000), or any other amount acceptable to the World Bank, for the financing of expenditures under the Project other than those financed from the proceeds of the Grant and the Co-financing, including civil works for the rehabilitation of the Corridor and compensations under the Abbreviated Resettlement Action Plan, all as counterpart funds (“Counterpart Funds”).

2. The Recipient shall: (i) maintain throughout the implementation of the Project, the Project Account which will be opened in the Recipient’s central bank, on terms and conditions satisfactory to the World Bank, for the payment of Counterpart Funds; and (ii) deposit in the Project Account from time to time such amount as agreed with the World Bank and required to finance the Recipient’s contribution for expenditures under the Project other than those financed from the proceeds of the Grant and the Co-financing.

3. The Recipient shall ensure that the funds deposited into the Project Account in accordance with Section 5.01(b) of this Agreement and Paragraph (2) above are used exclusively to finance expenditures under the Project other than those financed from the proceeds of the Grant and the Co-financing.
Section II. Project Monitoring, Reporting and Evaluation

A. 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 indicators 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 months after the Closing Date.

3. Twenty four (24) months after the Effective Date, or such later date as may be agreed upon by the Recipient and the World Bank, the Recipient shall, in conjunction with the World Bank, carry out a mid-term review of the Project (the “Mid-term Review”), covering the progress achieved in the implementation of the Project. The Recipient shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not less than three (3) months prior to the beginning of the Mid-term Review, or on such later date agreed upon with the World Bank in writing, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the World Bank to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objectives of the Project.

B. 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 such 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 months after the end of such period.

4. No later than three (3) months after the Effective Date, the Recipient shall have either recruited an external independent auditor selected in accordance with the provisions of Section III of this Schedule, or amended the terms of reference of the external independent auditor recruited for the audit of the financial statements of the Recipient’s Transport Sector Institutional Development and Technical Assistance Project financed by a credit from the World Bank No. 4495-MR, for the purpose of, *inter alia*, carrying out the financial audits referred to in Paragraph 3 above.

Section III. **Procurement**

A. **General**

1. **Works, Goods and Non Consultants’ Services.** All works, goods and non 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 Section I of the Procurement Guidelines, and with the provisions of this Section, as the same shall be elaborated from time to time in the Procurement Plan.

2. **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section, as the same shall be elaborated from time to time in the Procurement Plan.

3. **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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Works, Goods and Non Consultants’ Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non Consultants’ Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan:

(a) National Competitive Bidding, subject to the following additional provisions:

(i) bids shall be advertised in national newspapers with wide circulation;

(ii) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents;

(iii) bidders shall be given adequate response time (minimum four weeks) to prepare and submit bids;

(iv) bids shall be awarded to the lowest evaluated bidder provided that this bidder is qualified;

(v) eligible bidders, including foreign bidders, shall not be precluded from participating; and

(vi) no preference margin shall be granted to domestic contractors; and

(b) Shopping.

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) Quality-based Selection; (b) Selection based on Consultants’ Qualifications; (c) Least-Cost Selection; (d) Selection of Individual Consultants; (e) Single Source Selection subject to the prior approval of the World Bank; and (f) Use of Non Governmental Organization.
3. **Training.** Training shall be carried out on the basis of annual programs and budgets, which shall have been approved by the World Bank, and which shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

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

1. All contracts shall be subject to Prior Review by the World Bank, unless otherwise provided in the Procurement Plan.

**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 “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 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 USD)</th>
<th>Percentage of Expenditures which may be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works under Part 1.B of the Project</td>
<td>19,400,000</td>
<td>90%</td>
</tr>
<tr>
<td>(2) Consultants’ services under Parts 2.B and 2.D of the Project, Operating Costs, Training and audits</td>
<td>600,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>20,000,000</strong></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:
   
   (a) for payments made prior to the date of this Agreement; or
   
   (b) under Category (1) before the Recipient has recruited the consultants referred to in Section I.A.4(a) and Section I.A.4(b), respectively, of Schedule 2 to this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is October 31, 2013.
APPENDIX

Definitions; Modifications to the Anti-Corruption Guidelines

Section I. Definitions

1. “Abbreviated Resettlement Action Plan” means the document entitled “Projet d’Assistance Technique et de Renforcement Institutionnel dans le Secteur des Transport (PATRIST) - Plan Succinct de Réinstallation – Rapport Provisoire” prepared by the Recipient, dated February 2010, and disclosed in country on March 29, 2010 and by the World Bank on April 2, 2010 which, inter alia, (i) contains a census survey of Displaced Persons and valuation of assets, (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation, and (iii) contains a timetable and budget for the implementation of such measures.


4. “Coordination Committee” means the committee to be established in accordance with Section I.A.2 of Schedule 2 to this Agreement.

5. “Corridor” means the road corridor between Nouakchott and Rosso.

6. “DEPC” means the Directorate of Studies, Planning and Cooperation (Direction des Etudes, de la Programmation et de la Coopération) in the MET.

7. “Displaced Persons” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.

8. “DIT” means the Direction des Infrastructures de Transport, the Directorate of Transport Infrastructure, in the MET.

10. “Environment and Social Management Plan” or “ESMP” means the document entitled “Projet de Réhabilitation de la route de Nouakchott-Rosso (Lot Rosso-Bombri - Etude d’Impact Environnemental et Social (EIES))” prepared by the Recipient, dated January 2010 and disclosed in country on March 29, 2010 and by the World Bank on April 6, 2010, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels, and (b) the actions needed to implement these measures, including monitoring and institution strengthening.


12. “MET” means the Ministry of Public Works and transport (Ministère de l’Equipement et des Transports), the Recipient’s Ministry at the time responsible for transport.

13. “Operating Costs” means the operating costs incurred on account of the implementation of the Project, including office equipment and supplies, office rental, communications, vehicle maintenance costs, fuel and spare parts, travel expenses and per diem, but excluding salaries of civil servants.


15. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 17, 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.

16. “Project Account” means an account opened under terms and conditions acceptable to the World Bank, including appropriate protection against set off, seizure and attachment, for the payment of Counterpart Funds required to finance the activities listed in Paragraph (2) of Section I.F of Schedule 2 to this Agreement.

17. “Project Implementation Manual” means the manual adopted by the Recipient for its Transport Sector Institutional Development and Technical Assistance Project financed by a credit from the World Bank No. 4495-MR as revised in accordance with Section I.C.2 of Schedule 2 to this Agreement.

19. “Training” means the costs associated with the training and workshop participation of personnel involved in Project supported activities, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation.

Section II. Modifications to Anti-Corruption Guidelines

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 (fn 13) 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.”