

**LETTER OF ACCEPTANCE OF THE WORLD BANK'S ANTICORRUPTION GUIDELINES AND
SANCTIONS FRAMEWORK¹**

Date: _____

Application No. /Proposals No. _____

To,

State Project Director,
ARIAS Society, Agriculture Complex,
Khanapara, G.S. Road, Guwahati-781022 (Assam)

Subject: Letter of Acceptance of the conditions set out in Para 3.3 of the Request for Proposals (RFP) for the Fund Managers for the Assam Agribusiness Investment Fund (AAIF).

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by:

- (i) the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines² in connection with the procurement and execution of the proposal for the Fund Managers for the Assam Agribusiness Investment Fund (AAIF), including any amendments thereto; and
- (ii) the ARIAS Society's compliances and mitigations/guidelines, as set out and defined in the Environmental and Social Assessment of the Project APART and preparation of management plans and/or framework for managing adverse environmental and social impacts, risks and benefits³ in connection with the procurement and execution of the proposal for the Fund Managers for the Assam Agribusiness Investment Fund (AAIF), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the policies or official regulations of the ARIAS Society or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- (i) rejection of our Proposal/Bid for appointment as a Fund Manager to AAIF;
- (ii) in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- (iii) sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of

¹ **Drafting Note:** This document shall be signed by bidders/proposers/consultants and submitted as part of their bids/proposals. In addition, this document shall be signed by the winning bidder/consultant and incorporated as part of the contract.

² *Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

³ Available [here](#).

time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We further confirm our understanding of the consequences of not complying with the EMF Guidelines, may include reconsideration of our Proposal/Bid for appointment as a Fund Manager to AAIF.

We understand that we may be declared ineligible as set out above upon:

- (i) completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- (ii) cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- (iii) the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- (iv) temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁶ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Proposer/Applicant: _____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/Applicant:

Title of the person signing the Letter: _____

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁶ Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.