

Respondent:

compliance program or elements thereof) to address the Sanctionable Practices.

In determining this sanction, the SDO took into account the fact that Gul engaged in two different types of sanctionable misconduct: corrupt and fraudulent practices. The SDO also took into account, as mitigating factors, (i) Gul’s admission to engaging in a corrupt practice and (ii) Gul’s significant cooperation with INT during the investigation, noting in particular that representatives of Gul agreed to meet with INT and Gul provided INT with certain documentary evidence. The SDO did not apply any aggravating factors or any additional mitigating factors.

This declaration of ineligibility will extend across the operations of the World Bank Group, including IFC, MIGA, and the guarantee and carbon finance operations of the Bank.³ The Bank will also provide notice of this declaration of ineligibility to the other multilateral development banks (“MDBs”) that are party to the Agreement for Mutual Enforcement of Debarment Decisions (the “MDB Cross-Debarment Agreement”) so that they may determine whether to enforce the declarations of ineligibility with respect to their own operations in accordance with the MDB Cross-Debarment Agreement and their own policies and procedures.⁴

Controlling Affiliate of M/S Gul Construction Co.
Muhammad Ayub and Brothers (“MAB”)

Pursuant to sub-paragraph 9.04(b) of Section III.A of the Sanctions Procedures, it is further recommended that MAB (together with any entity that is an Affiliate directly or indirectly controlled by MAB, subject to the operation of any sanction imposed on the Respondent and the directly and indirectly controlled Affiliates thereof) be declared ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or

³ *Sanctions Procedures, . . . sub-paragraph 9.01(c) of Section III.A. For the avoidance of doubt, the declaration of ineligibility also extends to activities financed through trust funds administered by the Bank to the extent governed by the Bank’s Procurement Regulations (or either of the Regulations’ predecessor documents, the Procurement Guidelines and Consultant Guidelines) or Anti-Corruption Guidelines, as defined in the Sanctions Procedures. Id., Section II and sub-paragraph 1.01(c)(i) of Section III.A.*

⁴ *At present, the parties to the MDB Cross-Debarment Agreement are the Bank Group, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, and the Inter-American Development Bank Group. The MDB Cross-Debarment Agreement provides that, subject to the prerequisite conditions set forth in the MDB Cross-Debarment Agreement, unless a participating MDB (i) believes that any of the prerequisite conditions set forth in the MDB Cross-Debarment Agreement have not been met or (ii) decides to exercise its rights under the “opt out” clause set forth in the MDB Cross-Debarment Agreement, each participating MDB will promptly enforce the debarment decisions of the other participating MDBs.*

declaration of ineligibility to the other multilateral development banks (“MDBs”) that are party to the Agreement for Mutual Enforcement of Debarment Decisions (the “MDB Cross-Debarment Agreement”) so that they may determine whether to enforce the declarations of ineligibility with respect to their own operations in accordance with the MDB Cross-Debarment Agreement and their own policies and procedures.⁸

Controlling Affiliate of M/S Gul Construction Co.
M/S Gul Construction Co. (Gul Prime) (“Gul Prime”)

Pursuant to sub-paragraph 9.04(b) of Section III.A of the Sanctions Procedures, it is further recommended that Gul Prime (together with any entity that is an Affiliate directly or indirectly controlled by Gul Prime, subject to the operation of any sanction imposed on the Respondent and the directly and indirectly controlled Affiliates thereof) be declared ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁹ (ii) to be a nominated¹⁰ sub-contractor, 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; provided, however, that after a minimum period of ineligibility of three (3) years and seven (7) months, Gul Prime may be released from ineligibility only if Gul Prime has, in accordance with sub-paragraph 9.03 of Section III.A of the Sanctions Procedures, demonstrated to the Bank Group’s Integrity Compliance Officer that Gul Prime has complied with the following conditions:

⁸ *At present, the parties to the MDB Cross-Debarment Agreement are the Bank Group, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, and the Inter-American Development Bank Group. The MDB Cross-Debarment Agreement provides that, subject to the prerequisite conditions set forth in the MDB Cross-Debarment Agreement, unless a participating MDB (i) believes that any of the prerequisite conditions set forth in the MDB Cross-Debarment Agreement have not been met*

(a) *Gul Prime has taken appropriate remedial measures to address the Sanctionable Practices for which Gul Prime has been sanctioned; and*

(b) *Gul Prime has adopted and implemented, in a manner satisfactory to the Bank, integrity compliance measures as may be imposed by the World Bank Group's Integrity Compliance Officer pursuant to sub-paragraph 9.03(b) of Section III.A of the Sanctions Procedures (e.g., an integrity compliance program or elements thereof) to address the Sanctionable Practices.*

In determining this sanction, the SDO took into account that the evidence demonstrates that Gul Prime had similar ownership, management, and staff as the Respondent. Therefore, the extension of the sanction to Gul Prime is reasonably necessary to prevent evasion of the Respondent's sanction.

This declaration of ineligibility will extend across the operations of the World Bank Group, including IFC, MIGA, and the guarantee and carbon finance operations of the Bank.¹¹ The Bank will also provide notice of this declaration of ineligibility to the other multilateral development banks ("MDBs") that are party to the Agreement for Mutual Enforcement of Debarment Decisions (the "MDB Cross-Debarment Agreement") so that they may determine whether to enforce the declarations of ineligibility with respect to their own operations in accordance with the MDB Cross-Debarment Agreement and their own policies and procedures.¹²

¹¹ *Sanctions Procedures, . . . sub-paragraph 9.01(c) of Section III.A. For the in ExgTc 0 Tw 1h(r)8. SineD2 (i)-7 (or)o()TjEMC5()Tu()Tj 27T*

