



Bank Directive

Investment Project Financing

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Content

Directions for investment project financing.

Applicable to

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Vice President, Operations Policy and Country Services

Sponsor

Director, Operations Policy

SECTION I – PURPOSE AND APPLICATION

1. This Directive establishes directions for Investment Project Financing.
2. This Directive applies to the Bank.

SECTION II – DEFINITIONS

As used in this Directive, the capitalized terms and acronyms have the meaning set out: (a) in Section II of the Bank Policy, “Investment Project Financing”; or (b) below.

1. **CERP:** Contingent Emergency Response Project.
2. **Country Partnership Framework:** a framework, as defined in World Bank Group Directive, “Country Engagement”.
3. **Directive:** a Directive, as defined in Bank Directive, “Policy and Procedure Framework”.
4. **DO:** Development Objective.
5. **DDO:** Deferred Drawdown Option.
6. **ESRS:** Environmental and Social Review Summary.
7. **ICR:** Implementation Completion and Results Report.
8. **IDD:** Integrity Due Diligence
9. **IDD Subject:** refers to a non-treaty based entity, i.e., non-governmental organization or civil society organization
10. **IFC:** International Finance Corporation.
11. **IPF Policy:** Bank Policy, “Investment Project Financing”.
12. **IPF DDO:** Investment Project Financing with a Deferred Drawdown Option.
13. **ISDS:** Integrated Safeguards Data Sheet.
14. **MIGA:** Multilateral Investment Guarantee Agency.
15. **PID:** Project Information Document.

SECTION III – SCOPE

1. The Bank¹ assesses a Project proposed by the Borrower in the case of a Bank Loan, or by Project Participant(s), in the case of a Bank Guarantee, for IPF and, upon IPF approval, provides implementation support to the Borrower or Project Participant, in accordance with the requirements set forth in the IPF Policy, and this Directive.

2. The structure of this Directive follows the Project cycle: identification, preparation, appraisal, approval, implementation, and completion. The documentation requirements and decision points differ depending on whether a Bank Loan or a Bank Guarantee is proposed, and on Project risk and special considerations (as described in Section C (*Projects with Special Considerations*) of this Directive). Additional financing and restructurings of Investment Project Financing during implementation also have differing documentation requirements and decision points as set out below.

A. *Preparation*

3. Preparation includes identification, assessment and appraisal of the Project, and, when applicable, the MPA Program, various interim processing and decision steps, and approval.

From Identification through Concept

4. By the end of this stage, the Bank decides whether to proceed with further preparation of the IPF, and, when applicable, the MPA Financing.

5. ***Identification Stage.*** At the identification stage, the Bank consults with the Borrower or Project Participant(s), on the proposed Project, and seeks to identify the Project's overall parameters, objectives, financing requirements and sources, possible level of Investment Project Financing and other general information. When the Borrower is an IDD Subject, the Bank further undertakes – during the identification stage and no later than the concept decision point, as well as at the appraisal decision point – an IDD review of such entity to assess (or affirm) its suitability as a potential direct recipient of Bank financing and the Bank's exposure to potential integrity risks.² After the various parties have reached a preliminary understanding on the Project concept and parameters, a decision is made to form a task team and allocate resources for further Project preparation leading to the concept decision point.

6. The Bank preliminarily, and in consultation with the Borrower or Project Participant(s):

- (a) identifies the Project and its components, assesses its DOs, and assesses its rationale and relation to the relevant Country Partnership Framework;

¹ If a Project is financed by a Bank Loan only, the references and requirements relating to the "Borrower" and "Bank Loan" apply; and the references and requirements relating to "Project Participant(s)" or "Implementing Entity" and "Bank Guarantee" do not apply. If a Project is financed by a Bank Guarantee only, the references and requirements relating to the "Project Participant(s)", "Implementing Entity" and Bank Guarantee apply; and the references and requirements relating to "Borrower" and "Bank Loan" do not apply.

² This includes the risk of engaging with IDD Subjects whose background or activities may have adverse reputational or financial impact.

- (b) identifies the key results expected to be achieved under the Project, overall expected Project expenditures, type of activities and overall implementation arrangements;
- (c) estimates the possible scope of IPF;
- (d) proposes the key features of the guarantee structure for a Project supported by a Bank Guarantee;
- (e) proposes, in accordance with the Environmental and Social Policy/Directive, an environmental and social risk classification or, if OP/BP 4.03 applies, an environmental and social category for the Project, and indicates any other potentially applicable requirements under OP/BP 7.50 and/or OP/BP 7.60.
- (f) briefly identifies the type of economic rationale and/or analysis appropriate for the Project; and
- (g) assesses the main risks to achieving the Project's DOs and results, considering the attendant risks of inaction.

7. Additionally, if the Project is a part of an MPA Program, the Bank preliminarily, and in consultation with the Borrower or Project Participant(s):

- (a) defines the MPA Program, its DO, strategic relevance, rationale, and relation to the relevant Country Partnership Framework, or similar instrument;
- (b) estimates the number of operations³ in the MPA Program, their financing requirements and the financing instrument supporting them;
- (c) identifies known environmental and social risks to achieving the MPA Program's DO; and
- (d) for all operations other than the first in the MPA Program, specifies the lessons learned from previous operations.

8. After the Project concept is developed, the Bank prepares documentation to be considered at the concept decision point.

9. **Concept Decision.** At the concept decision point, Management decides whether to proceed with the preparation of the IPF, and provides appropriate guidance to teams on the future preparatory work. Management also decides: (a) whether the Environmental and Social Policy and/or OP/BP 4.03 applies; (b) the relevant environmental and social risk classification and/or environmental and social category, as applicable; and (c) scope of environmental and social due diligence, as well as subsequent processing and documentation requirements. For a Project supported by a Bank Guarantee, the Bank also decides on the key features of the guarantee structure, and whether to proceed to initiate negotiations with the Project Participant(s) to further develop such key features.⁴ The Bank decides whether to convey an expression of interest to

³ In this and in subsequent paragraphs, the term "operation" means a Project under Investment Project Financing, and a Program under PforR Financing.

⁴ Negotiations of a Bank Guarantee are normally an ongoing process, rather than a discrete step, and may be concluded following approval by the Board.

potential Project Participant(s) of a Project proposed for support by a Bank Guarantee, including the preliminary terms and conditions of the Bank Guarantee, with relevant caveats.

10. Upon the decision to continue with the preparation of the IPF, the Bank discloses the PID and, as applicable, the ESRS and/or ISDS.

11. **Preparation Advances.** Management decides on the provision of a PA from the PPF and on its refinancing on the following basis:

12. Upon a request from the Borrower, or in the case of a Bank Guarantee, from a member country, the Bank prepares documentation to be considered at the decision point for a PA. Management decides whether to provide the PA and the amount, subject to the limits set out below. When that decision is taken, the PA is made in US dollars and: (a) carries either interest on IBRD variable-spread terms for IBRD loans and IDA non-concessional credits, or service charges on IDA concessional terms for IDA concessional credits; or (b) is made on IDA grant terms; depending on the member country's borrowing status. Payment of interest or service charges, where applicable, is deferred until the PA is refinanced out of the proceeds of a Bank Loan under IPF, DPF or PforR Financing, as applicable, or other repayment terms take effect.

13. One or more PAs may be made for an operation at any stage before the Bank approves the financing for the operation, or in the case of PAs made for a Bank Guarantee, at any stage before the guarantee documents associated with the Project are signed, up to an aggregate maximum amount of US\$6 million for the operation (or for each IPF in a regional operation), with the exception of Projects covered by paragraph 12 of Section III of the IPF Policy and Section C (*Projects with Special Considerations*) of this Directive, in which case the maximum amount of the PA is US\$10 million for each Project. Management informs the Board of approved PAs.

14. When a PA is not refinanced by the refinancing date under a Bank Loan under IPF, DPF or PforR Financing, Management may decide to extend the refinancing date, including, in exceptional cases, to extend such date retroactively.

15. If a PA is not refinanced or the refinancing date is not extended and the PA is required to be repaid, then, upon notice by the Bank, the disbursed amount of the PA is repaid by the Borrower in ten approximately equal semiannual installments over a five-year period. If the disbursed amount of the PA is US\$50,000 or less, the PA Borrower is required to repay it within 60 days after receiving the Bank's notice to repay. Any accrued interest or service charges, as applicable, deferred pursuant to paragraph 12 of Section III of this Directive also become due and payable at repayment described in this paragraph.

16. **Retroactive Financing for Bank Loans.** If requested by the Borrower, the Bank may provide retroactive financing under a Bank Loan. Retroactive financing may only be provided when: (a) the activities financed by retroactive financing are related to the DOs and are included in the Project description; (b) the payments are for items procured in accordance with the applicable Bank procurement rules; (c) the total amount of retroactive financing is 20 percent or less of the Bank Loan amount (40 percent for Projects covered by paragraph 12 of Section III of the IPF Policy)⁵; and (d) the payments are made by the Borrower not more than 12 months before the expected date of the signing of the legal agreements for the Bank Loan.

⁵ The need for retroactive financing should be identified during project preparation and stated in the PAD. In extraordinary circumstances, Management may approve exceptions to these limits.

From Concept through Appraisal

17. By the end of this stage, Management decides whether to proceed to negotiations with the Borrower on the provision of the Bank Loan, or whether to continue negotiations with the Project Participant(s) on the provision of the Bank Guarantee. If decided at the concept stage, the appraisal stage may incorporate a decision point. The Bank: (a) works with the Borrower or the Project Participant(s), as it (they) prepare(s) the proposed Project; and (b) conducts various analyses. The level and nature of expected results and risks, as well as the specific nature of the Project, determine the content, methodology, scope, and depth of the analysis. The Bank conducts its own appraisal, but may rely on evaluations of the Project conducted by IFC or MIGA or by other financiers of, or relevant parties involved in, the Project whose evaluation capacity and procedures are satisfactory to the Bank. For any of the assessments listed below, the Bank may draw on evaluations by third parties, as appropriate.

18. **Technical Assessment.** The Bank assesses the Project's technical design or approach, and its appropriateness to the Project's DOs. This work includes consideration of the organizational and managerial structures and capacity relevant to the Project, including for monitoring and evaluation.

19. **Economic Analysis.** The Bank undertakes an economic analysis of the Project. The methodology takes into account the guidance provided at concept stage and focuses on quantitative analysis and, where appropriate, on qualitative analysis and contributions. The three key questions that the economic analysis addresses relate to: (a) the Project's expected contribution to the country's socioeconomic development; (b) the rationale for the public sector provision; and (c) the value added of the Bank's support. For a Project supported by a Bank Guarantee, a financial viability analysis is also required. While these key questions are relevant for all analysis, the specifics take into account country circumstances, Project context, alternatives and risks, and information and data availability, including existing knowledge on the economic contributions of similar Projects, as well as time constraints.

20. **Financial Management.** The financial management assessment considers the degree to which: (a) the budgeted expenditures are realistic, prepared with due regard to relevant policies, and executed in an orderly and predictable manner; (b) reasonable records are maintained and financial reports produced and disseminated for decision-making, management, and reporting; (c) adequate funds are available to finance the Project; (d) there are reasonable controls over Project funds; and (e) independent and competent audit arrangements are in place.

21. **Procurement, Environmental and Social Considerations.** The Bank considers the procurement and environmental and social aspects of the proposed Project in accordance with: (a) applicable Bank policies as set out in paragraphs 8 and 9 of Section III of the IPF Policy; and (b) their associated BPs/Directives.

22. **Fraud and Corruption.** Bank Loans are subject to the *Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants*. Bank Guarantees are subject to the *Anti-Corruption Guidelines for Guarantee and Carbon Finance Transactions*.⁶

⁶ These *Guidelines* reflect Board-approved policies.

23. **Risk Assessment.** The Bank analyzes the risks to the achievement of the Project's DOs.

24. **Intermediate Jurisdictions in Bank Guarantees.** When considering a Bank Guarantee for a private-sector project, the Bank assesses whether any intermediate jurisdiction in the investment structure through which a potential Bank Guarantee beneficiary would participate in the Project meets the requirements set out in Bank Policy, "Use of Intermediate Jurisdictions in World Bank Group Private Sector Operations".⁷

25. **Decision.** For IPF for which a decision on authorizing appraisal is required, Management decides whether to appraise the Project once most Project design issues have been addressed, and in the case of an MPA Program once most issues set out in paragraph 7 of Section III of this Directive have been addressed, taking into account the above analysis and information on any known breaches by the Borrower or the Project Participant(s) of its (their) obligations to the Bank under existing Bank-supported operations. For a Project supported by a Bank Guarantee, the Bank decides whether to continue negotiations with the Project Participant(s).

26. **Prior to Appraisal.** The Bank discloses the PID and, as applicable, the draft ESRS and/or draft ISDS prior to appraisal. For Category A Projects (as defined in OP/BP 4.01), the summary of the environmental and social impact assessment report is provided to the Board before appraisal. For Category A, B and FI Projects (as defined in OP/BP 4.03), the environmental and social assessment documents, if any, are disclosed as set out in BP 4.03. For Projects classified as High or Substantial Risk (pursuant to the Environmental and Social Policy), paragraphs 51 and 52 of the Environmental and Social Policy apply. A PID is not required for a CERP.

27. **Appraisal.** The Bank appraises the Project to confirm any relevant Project and IPF information and address any outstanding legal, design and implementation issues. After appraisal, the Bank finalizes the draft Project documentation, including the draft legal agreements for a Bank Loan financing the Project.

28. Generally, the following information is finalized by the Bank, following Project appraisal:

- (a) the Project's definition, rationale, DOs, and scope, planned expenditures, financing requirements and implementation and funds flow arrangements;
- (b) the results framework and the monitoring and evaluation arrangements;
- (c) the economic, financial, financial management, technical, procurement, social, environmental and risk assessments, and, as necessary, the relevant risk management actions undertaken or to be undertaken;
- (d) information regarding the expenditures proposed to be financed by the Bank Loan that are deemed to raise risks (including expenditures for land acquisition, compensation for involuntary resettlement, severance payments, demining, secondhand goods, and compensation for vendors for late payments) along with any related mitigation measures;

⁷ As the identity of a potential Bank Guarantee beneficiary (that is, the entity with whom the Bank would enter into a Guarantee Agreement) may not be known prior to Board approval, this assessment may take place in whole or in part after Board approval.

- (e) the main legal terms and conditions of the Bank Loan, and its disbursement arrangements as set out in a draft disbursement and financial information letter, including the provisions of the Bank's *Disbursement Guidelines for Investment Project Financing*;
- (f) cofinancing of the Bank Loan or other collaboration arrangements with development partners and stakeholders;
- (g) the structure, the proposed risk coverage, and indicative terms and conditions of the Bank Guarantee;
- (h) information as set out in paragraph 7 of Section III of this Directive regarding the MPA Program; and
- (i) any proposed exceptions to, or waivers from, Bank policies or other operational rules.

From Appraisal through Approval

29. At the end of this stage, the Bank decides whether to approve the Investment Project Financing.

30. **Negotiations of Bank Loans.** Management decides whether to authorize negotiations of a Bank Loan based on the relevant documentation and considering information on any known breaches by the Borrower of its obligations to the Bank under existing Bank financed operations. After the decision to authorize negotiations (which may be taken at the appraisal decision point), the Bank and the Borrower conduct the negotiations and seek to finalize agreement on the relevant issues and documentation. If new substantive issues or significant changes in the design of the Bank Loan are raised during the negotiations, based on a consideration of these issues, Management decides whether to proceed.

31. **Bank Loan Approval.** For Bank Loans requiring approval by the Board, Management informs the Board when the negotiations have been scheduled and then when they have been completed. After the negotiations, the Bank finalizes the draft Project documents for the Bank Loan, and Management decides on their submission to the Board.

32. **Bank Guarantee Approval.** For Bank Guarantees requiring approval by the Board, Management may seek approval before negotiations have been completed. If the completion of negotiations results in substantial changes to the Bank Guarantee previously approved by the Board, or if an intermediate jurisdiction identified in the investment structure proposed by a potential beneficiary of a Bank Guarantee for a private-sector project requires re-submission to the Board per Bank Policy, "Use of Intermediate Jurisdictions in World Bank Group Private Sector Operations the IJ Policy", Management resubmits the proposal to the Board for approval of the changes or the use of that intermediate jurisdiction, as the case may be. Details on the financing requirements and implementation arrangements of the Project supported by the Bank Guarantee are finalized before signing of legal agreements.

33. **MPA Financing Approval.** For MPA Financing requiring approval by the Board (including when a Project under the MPA Program is classified as Category A as defined in OP 4.01 or 4.03 as applicable, or as High or Substantial Risk pursuant to the Environmental and Social Policy), Management informs the Board when the negotiations have been scheduled and then when they

have been completed. After the negotiations, the Bank finalizes the draft MPA Program documents for the MPA Financing, and Management decides on their submission to the Board.

34. **Presentation to the Board.** If any information in the Project documents raises issues of confidentiality or sensitivity for the Borrower or Project Participant(s), or may adversely affect relations between the Bank and the Borrower or, in the case of a Bank Guarantee, the member country, and this information is deemed to be relevant to the Board in their decision-making process, such information is not included in the Project documents and is described in the memorandum of the President instead. When there are: (a) payments under any IBRD loan or IDA credit to the Borrower, or to or guaranteed by the member country, that are overdue by 30 days; or (b) payments due by the member country under any Member Country Indemnity that are overdue by 30 days; Project documents are not submitted to the Board unless an exception is granted by Management. After all requirements for presentation to the Board have been met, the Board decides whether to approve the proposed IPF or MPA Financing, as applicable.

35. **Approval by Management.** Management decides whether to approve any IPF or MPA Financing, as applicable, that does not require approval by the Board.

B. Implementation Support

36. Implementation support and monitoring starts after approval of the Project, and includes signing and effectiveness of the Project legal agreements, Project implementation and completion, and in the case of Bank Loans the closing of the Bank Loan account.

37. **Bank Loan Signing.** After approval of a Bank Loan, the Bank arranges for signing of the legal agreements as soon as the signing requirements are met. If the legal agreements are not signed within 18 months following approval (or in the case of MPA Financing for which Board approval is not required, within 18 months following completion of negotiations), the Bank normally withdraws the offer of the Bank Loan. Exceptionally, Management may decide to provide the Borrower with additional time to sign.

38. **Bank Loan Effectiveness.** The legal agreements for a Bank Loan terminate if the conditions for their effectiveness, if any, are not met by the date specified in the agreements. When warranted, Management may decide to extend the effectiveness deadline; normally the deadline is not extended beyond 18 months after Bank Loan approval. When the effectiveness deadline is extended, dated covenants whose dates fall before the new effectiveness deadline become additional conditions of effectiveness. Any decision by Management to declare the legal agreements effective or to extend the effectiveness deadline is taken before the expiration of the effectiveness deadline. Exceptionally, if the legal agreements for the Bank Loan have terminated for failure to become effective by the effectiveness deadline, Management may decide to reinstate such agreements with the Borrower's agreement.

39. **Bank Guarantee Signing and Effectiveness.** The legal agreements for a Bank Guarantee are signed after approval of the Bank Guarantee and completion of negotiations. If the legal agreements are not signed within 24 months following Board approval, the Bank normally withdraws the offer of the Bank Guarantee. In the case of an MPA Program, if the legal agreements are not signed within 24 months following Board approval of the MPA Financing or, for second or subsequent operations under an MPA Program, within 24 months following the decision referred to in paragraph 24 of Section III of this Directive, the Bank normally withdraws the offer of the Bank Guarantee. Exceptionally, Management may decide to provide the relevant

Project Participant(s) with additional time to sign. Legal agreements for Bank Guarantees become effective in accordance with their terms.

40. **Informing the Board.** Management informs the Board, as part of regular operational reporting, of the following matters related to Investment Project Financing approved by the Board: (a) withdrawal of the financing offer; (b) legal agreements that terminate for failure to become effective; and (c) terminated legal agreements that have been reinstated.

41. **Extensions Following Changes in Conditions Prior to Signing or Effectiveness of Bank Loan.** If an extension of the deadline for signing or effectiveness involves a substantial departure from the conditions under which the Bank Loan was originally approved, the legal agreements are not signed or declared effective until Bank approval of the new conditions is obtained through a restructuring.

42. **Borrower's Role.** The Borrower is responsible for implementing the Project, monitoring its progress, evaluating results on completion, and meeting its contractual obligations set out or referred to in the legal agreements. Unless otherwise agreed by the Bank, the Borrower furnishes annual audited Project financial statements six months after the close of the Borrower's financial year and unaudited interim financial reports periodically. Audits are carried out by auditors with independence and capacity acceptable to the Bank, under terms of reference acceptable to the Bank.

43. **Project Participants' Roles.** The relevant Project Participant(s) is (are) responsible for implementing the Project supported by a Bank Guarantee, monitoring its progress and completion, and meeting its (their) contractual obligations set out or referred to in the legal agreements. The member country is responsible for evaluating results on completion of the Project. The Bank: (a) may accept audited financial statements provided by the relevant Project Participant(s) in accordance with their legal agreements relating to the Project; and (b) may rely on lender assessments of the financial reports of the Project Participant(s).

44. **Bank's Role.** In providing implementation support, the Bank pays attention to reviewing the monitoring by the Borrower or Project Participant(s) of the performance of the Project and compliance with contractual undertakings. The Bank periodically assesses the Project, and reviews the monitoring by the Borrower or Project Participant(s) of results, risks, and implementation status, updating Project information and identifying follow-up actions needed as appropriate. The Bank monitors the timeliness of the receipt of annual audited financial statements and audit reports and reviews their content and quality. For a Bank Guarantee, following completion of the Project, the Bank monitors the specific risks covered by the Guarantee until the Bank Guarantee Expiration Date. This monitoring function is carried out at the corporate level.

45. **Bank Loan Disbursements; Suspension of Disbursements.** After the legal agreements for a Bank Loan have been declared effective, the Bank disburses the proceeds of the Bank Loan in accordance with the terms and conditions set out in the legal agreements and in the disbursement letter. If the Bank decides to suspend disbursements, items whose exemption from suspension is, in the Bank's judgment, in the interest of the Project, will minimize delays and cost if the suspension is lifted, or permit an orderly termination of the Project, may be exempted from suspension. Special commitments to pay made by the Bank to third parties at the Borrower's request are always exempted.

46. **Cancellation of Bank Loan Amounts.** The Borrower or the Bank may decide to cancel an unwithdrawn amount of a Bank Loan in accordance with the provisions of the legal agreements.⁸ When the Borrower decides to cancel an amount of the Bank Loan and gives notice to the Bank, the cancellation is effective as of the date of receipt of the Borrower's notice. The Bank does not accept requests for retroactive cancellations.

47. If the Bank cancels an amount of a Bank Loan, the cancellation is effective as of the date of the Bank's notice, except in the case of cancellation of the remaining unwithdrawn balance of Bank Loan after the Closing Date, in which case the cancellation is effective on the latest of: (a) the Closing Date; (b) the final date for receipt of withdrawal applications by the Bank; or (c) the final date the Bank loan account was charged for a disbursement or credited for a refund.

48. **Suspension, Cancellation and Termination of Bank Guarantees.** Suspension, cancellation and/or termination of a Bank Guarantee follow the relevant provisions of the legal agreements.

49. **Restructuring.** A restructuring proposal describes, among other things, the rationale for the proposed restructuring and the associated benefits and risks. Restructurings take effect through amendments to the legal agreements or, if so established in the original legal agreements, by written notice to the Borrower. All restructurings are considered in conducting self- and independent evaluation.

50. **Closing Date.** During Project implementation, the Bank monitors the approach of the Closing Date and works with the Borrower or Project Participant(s) to ensure that closing procedures as set out below are followed.

51. **Change in Closing Date.** Upon a request from the Borrower or Project Participant(s), the Bank may decide to change the Closing Date. A Closing Date may be extended only if (a) the Project's DOs remain achievable, (b) the performance of the Borrower or Project Participant(s) remains satisfactory, and (c) the Bank and the Borrower or Project Participant(s) agree on actions that will be undertaken by the Borrower or Project Participant(s) to complete the Project. In exceptional circumstances, Management may approve exceptions to any of these three requirements⁹. The Bank processes a change in Closing Date as a restructuring.

52. **Withdrawals after the Loan Closing Date.** The Bank may decide, without formally extending the Loan Closing Date, to disburse or approve the use of proceeds of a Loan under withdrawal applications received within four months after the Loan Closing Date for payments made or payments due for eligible expenditures incurred prior to the Loan Closing Date. Exceptionally, and upon the Borrower's request, the Bank may decide to extend the period for receipt of such withdrawal applications. In addition, the Bank may decide to finance out of the proceeds of the Bank Loan the cost of a final audit that will be completed after the Loan Closing Date.

53. **Closing the Bank Loan Account.** The Bank closes the Bank Loan account within two months after the deadline set by the Bank for receipt of withdrawal applications or, if no such additional period is granted, within two months after the Loan Closing Date. Any undisbursed

⁸ In the case of an MPA Program, canceled amounts of IPF committed under the MPA Financing are available for recommitment by Management for new operations under the MPA Program.

⁹ The Borrower's request/agreement is required and is not included in this exception provision.

balance of the Bank Loan is cancelled. The Bank notifies the Borrower of the final disbursement status of the Bank Loan account and the cancellation of any undisbursed balance.

54. **Bank Loans under Suspension of Disbursements.** If a suspension of disbursements of a Bank Loan is in effect on the Loan Closing Date, any unwithdrawn balance of the Bank Loan is normally canceled, and the Bank Loan account is closed. Exceptionally, Management may decide to authorize a delay in canceling the balance and closing the Bank Loan account, if suspension is likely to be lifted imminently and Project and/or country circumstances warrant such a delay. Once the Bank decides to lift the suspension, Management may decide to approve an extension of the Loan Closing Date.

55. **Extension of Bank Guarantee Expiration Date.** The Bank, in agreement with the Project Participant(s), may decide to extend the Bank Guarantee Expiration Date, provided the Project's DOs remain achievable, and the performance of the Project Participant(s) remains satisfactory. The Bank processes the extension as a restructuring.

56. **Investment Project Completion Report.** The Bank prepares an ICR after the completion of the Project (or in the case of an MPA Program, after completion of the final operation under the MPA Program, or after 10 years from the date of signing of the first operation under the MPA Program, whichever occurs first). In certain cases of additional financing (as described in Section D (*Additional Financing*) of this Directive) or in certain cases involving a series of Projects, the Bank prepares an ICR prior to the Project's completion. The ICR covers, among other things, the degree to which the Project's DOs and results have been achieved and the overall Project performance, taking into consideration the Project's operating environment and, for a Bank Guarantee, its impact in mobilizing private sector financing for the Project. In the case of the MPA Program, the ICR covers the entire MPA Program. The ICR incorporates the evaluation by the Borrower or Project Participant(s) of the Project, as well as of its (their) performance and the performance of the Bank, if available. Management decides on the submission of the ICR to the Board, normally within six months following Project completion, and may decide to authorize an extension of time for the completion of the ICR and its submission to the Board.

C. Projects with Special Considerations

57. **Exceptional Arrangements in Situations of Urgent Need of Assistance or Capacity Constraints.** The Borrower or member country may request the use of exceptional arrangements for an Investment Project Financing as set out in paragraph 12 of Section III of the IPF Policy. If Management determines that the Borrower or member country is eligible for such arrangements, the following provisions apply:

- (a) when compliance with the environmental and social requirements is permitted to be deferred to the Project implementation stage, Project documents include an action plan addressing the application of environmental and social policies;
- (b) when exceptional alternative legal and operational implementation arrangements are used, the Project documentation sets out the relevant capacity-building measures planned for timely transfer of implementation activities to the Borrower or member country; and
- (c) the normally sequential stages of identification, preparation and appraisal may be consolidated; and the decision to authorize negotiation may be taken after a single consolidated review of a complete negotiations package.

58. **Contingent Emergency Response Project (CERP).** The Borrower may propose a stand-alone Project with a contingent financing feature to provide rapid response to future requests for urgent financial assistance in respect of an event that will have caused, or will be likely to imminently cause, a major adverse economic and/or social impact associated with natural or man-made crises or disasters. For CERPs, the Bank follows simplified procedures set out in internal processing arrangements and relies on the provisions of the existing legal agreements for IPFs and PforR Financings agreed with the Borrower.

59. The Borrower, in agreement with the Bank, may repurpose up to 10 percent of the total undisbursed balance of the Borrower's IPFs and PforR Financings within a fiscal year to respond to one or more crisis or emergency through RRO (unless the Board approves a higher amount of financing). A CERP has an implementation period of up to 6 years and may provide rapid response to multiple crises or emergencies. Each time the Borrower requires urgent assistance under a CERP, it can use the RRO to finance an agreed positive list of identified expenditures. Each response to an eligible emergency under the CERP will have a short implementation period, expected to not exceed 12 months.

60. **Investment Project Financing with a Deferred Drawdown Option.** For Projects with a DDO, in addition to regular IPF requirements, the Bank a) consults with the Borrower to identify the potential future shock or other specified event that may be the basis for the trigger [of the DDO], b) technically assesses the DDO aspect of the Project, and c) finalizes the definition of the trigger event and the evidence and process to substantiate its occurrence during Project appraisal. The initial Loan Closing Date for a Project or component with a DDO will be no more than five years from the estimated date¹⁰ of approval of the Bank Loan by the Board, and the Loan Closing Date may be extended to renew the DDO for up to three additional years.

61. **Series of Sequential Projects.** Such series involve, for Bank Loans, a single Borrower; or, for Bank Guarantees, a single Member Country or Implementing Entity. In addition to regular requirements, the documentation for the first Project in these series presents the rationale for a phased approach, the potential benefits and risks of such an approach, the overarching DOs for the series, overall expected results, and timeline for expected completion of each phase and the series; it also gives an indicative funding or guarantee envelope for the entire series. Subsequently, each Project in the series is prepared and appraised individually, taking into account the performance to date of the preceding Project(s) in the series.

62. **Other Series of Projects.** For all series of Projects other than those described in paragraph 57 above, the documentation for the first Project in such series sets out the rationale for the series, an indicative funding or guarantee envelope, and the similar criteria and/or the common design features for the series, as applicable.

63. **Financial Intermediary Financing.** If an IPF is proposed to be made in support of a financial intermediary, at the concept review a decision is taken on the appropriateness of such financing, taking into consideration the availability and appropriateness of alternative sources of financing.

64. **Small Projects.** For small Projects financed by the Bank under recipient-executed trust fund grants, the Bank follows simplified procedures set out in internal processing arrangements,

¹⁰ Based on the estimated Board date, the Loan Closing Date will be reflected in the Loan Agreement during negotiations.

requiring simplified assessments and risk analysis, streamlined procedures from concept through approval, and streamlined ex-post evaluation.

D. Additional Financing

65. When additional financing is requested by the Borrower or Project Participant(s) during implementation of a Project, the Bank follows normal IPF procedures with the following exceptions. Management decides on proceeding with preparation based on documentation justifying the need for additional financing and summarizing the implementation record and results of the Project to date. The Bank prepares documentation for the additional financing, including an updated appraisal-stage PID and, as applicable, an ESRS and/or ISDS (covering the original Project and the new activities) for a decision point on appraisal and negotiations. Additional financing is provided through an amendment to the original legal agreements and/or new legal agreements. The legal agreements are signed before the Closing Date of the original IPF. The ICR for the original IPF covers the original Project and additional financings. When an additional financing request is expected to result in an overall Project implementation period that would exceed 10 years, an ICR is prepared before Management's decision on appraisal and negotiations of such additional financing, and a supplemental ICR is prepared upon the full Project completion; provided, however, that if the additional financing is solely to address a financing gap or cost overrun, Management may decide to have a single ICR prepared upon the full Project completion.

SECTION IV – EXCEPTION

Management may approve exceptions to certain provisions of this Directive as noted in the respective paragraphs.

SECTION V – WAIVER

The provisions of this Directive may be waived in accordance with the Bank Policy “Operational Policy Waivers”, and the Bank Procedure “Operational Policy Waivers and Waivers of Operational Requirements”.

SECTION VI – OTHER PROVISIONS

N/A

SECTION VII – TEMPORARY PROVISIONS

N/A

SECTION VIII – EFFECTIVE DATE

This Directive is effective as of the date on its cover page.

SECTION IX – ISSUER

The Issuer of this Directive is the Vice President, Operations Policy and Country Services

SECTION X – SPONSOR

The Sponsor of this Directive is the Director, Operations Policy

SECTION XI – RELATED DOCUMENTS

Bank Policy, “Investment Project Financing”.

World Bank Environmental and Social Policy for Investment Project Financing.

Borrower Requirements – Environmental and Social Standards 1-10.

Bank Directive, “Environmental and Social Directive for Investment Project Financing”.

Bank Directive, “Addressing Risks and Impacts on Disadvantaged or Vulnerable Individuals or Groups”.

Bank Policy, “Operational Policy Waivers”.

Bank Procedure “Operational Policy Waivers and Waivers of Operational Requirements”.

Bank Policy, “Procurement in IPF and Other Operational Procurement Matters”.

Bank Directive, “Procurement in IPF and Other Operational Procurement Matters”.

Bank Procedure, “Procurement in IPF and Other Operational Procurement Matters.”

Bank Directive, “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”.

“Anti-Corruption Guidelines for World Bank Guarantee and Carbon Finance Transactions”.

Bank Policy, “Use of Intermediate Jurisdictions in World Bank Group Private Sector Operations”.

R2016-0263; IDA/R2016-0311 “Project Preparation Facility: Increase in Commitment Authority and Enhanced Scope”, December 30, 2016.

SecM2017-0036; IDA/SecM2017-0016 “Clarification Regarding the Use of Project-based Guarantees in Financial Intermediary IPF Operations”, January 31, 2017.

IDA/SecM2017-0024/1 “Additions to IDA Resources: Eighteenth Replenishment, Towards 2030: Investing in Growth, Resilience and Opportunity” (IDA 18 Deputies Report), February 8, 2017.

R2017-0160/4, IDA/R2017-0242/4 “Streamlining Restructuring Procedures for Investment Project Financing and Program-for-Results Financing”, July 19, 2017.

R2017-0159/4, IDA/R2017-0241/4 “Multiphase Programmatic Approach (MPA)”, July 19, 2017.

R2024-0007/1, IDA/R2024-0006/1 Proposed Changes to IBRD/IDA Operational Policies to Enhance the World Bank Crisis Preparedness and Response Toolkit, February 1, 2024

SECTION XII – REVISION HISTORY

1. OP/BP 10.00, Investment Project Financing, which together replaced OP/BP 10.00, Investment Lending: Identification to Board Presentation, were revised on April 2013 to take into account the recommendations in “Investment Lending Reform: Modernizing and Consolidating Operational Policies and Procedures (R2012-0204 [IDA/R2012-0248]), which were approved by the Executive Directors on October 25, 2012.
2. OP and BP 10.00, Investment Project Financing, were updated on July 1, 2014, to reflect the recommendations in “Enhancing the World Bank’s Operational Policy Framework on Guarantees” (R2013-0206[IDA/R2013-0298]), which were approved by the Executive Directors on December 3, 2013. Because of these recommendations, OP and BP 14.25, Guarantees, were retired and their content reflected in OP 10.00 and BP 10.00, as well as in OP and BP 3.10, Financial Terms and Conditions of IBRD Loans, IBRD Hedging Products, and IDA Credits; OP 7.00, Lending Operations: Choice of Borrower and Contractual Agreement; and OP and BP 8.60, Development Policy Financing.
3. BP 10.00 was updated on July 7, 2015 to eliminate the reference (paragraph 36) to informing Executive Directors about signing delays and effectiveness delays for IPF projects.
4. OP and BP 10.00, Investment Project Financing, were updated on July 1, 2016 to reflect the new Bank Policy/Directive, “Procurement in Investment Project Financing and Other Operational Procurement Matters”, which came into effect on July 1, 2016.
5. This Directive replaced BP 10.00 to comply with the Bank Policy, “Policy and Procedure Framework”.

6. This Directive was updated to reflect the recommendations in “Streamlining Restructuring Procedures for Investment Project Financing and Program-for-Results Financing” (R2017-0160/4, IDA/R2017-0242/4) and “Multiphase Programmatic Approach (MPA)” (R2017-0159/4, IDA/R2017-0241/4), which were approved by the Board on July 21, 2017.
7. This Directive was updated on October 1, 2018 to reflect the new Environmental and Social Policy/Directive, which came into effect on October 1, 2018.
8. This Directive was updated in December 2021 to reflect the offering of PA on variable spread terms in Section III.12 and to add a clarifying statement on interest payment at repayment (in the absence of refinancing) in Section III.15. The Bank suspended the offering of loans on fixed-spread terms effective April 1, 2021.
9. This Directive was updated in February 2023 to reflect the new Bank Policy, “Use of Intermediate Jurisdictions in World Bank Group Private Sector Operations”, which came into effect on January 23, 2023.
10. This Directive was updated in June 2024 to reflect a provision for an exception when the Closing Date requirements are not met; and remove references to the Country Financing Parameters.
11. The Directive was updated in June 2024 to reflect the requirements of Integrity Due Diligence.
12. This Directive was updated in August 2024 to include enabling provisions for the preparation and implementation of CERP and IPF DDO.

Questions regarding this Directive should be addressed to the Sponsor.