

**Notice of Uncontested Sanctions Proceedings**

**July 17, 2020**

**Sanctions Case No. 591  
IDA Credit Number 4347 VN  
GEF Grant Number TF058293 VN  
(Vietnam Hanoi Urban Transport Development Project)**

**Respondents:  
Flowbird Société par Actions Simplifiée  
(formerly operating as: Parkeon Société par Actions Simplifiée)  
Flowbird Transport Limited  
(formerly operating as: Parkeon Transit Limited)**

1. On April 8, 2020 the World Bank’s Chief Suspension and Debarment Officer (the “SDO”) issued a Notice of Sanctions Proceedings (the “Notice”) Flowbird Société par Actions Simplifiée (formerly operating as Parkeon Société par Actions Simplifiée) and Flowbird Transport Limited (formerly operating as: Parkeon Transit Limited) (the “Respondents”) pursuant to sub-paragraph 4.01(a) of Section III.A of the Bank Procedure: Sanctions Proceedings and Settlements in Bank Financed Projects issued by the Bank on June 28, 2016 (the “Sanctions Procedures”).
2. The Statement of Accusations and Evidence (the “SAE”) prepared by the Bank’s Integrity Vice Presidency (“INT”) and appended to the Notice contained INT’s accusation that the Respondents engaged in sanctionable practices in connection with the above-named project (the “Project”). The SAE also contained the evidence gathered by INT in support of this accusation.
3. The specific accusation made by INT in the SAE was that the Respondents engaged in a collusive practice by entering into an arrangement with a joint venture partner and certain government officials to obtain confidential bid-related information in order to improperly influence the procurement process for a transport infrastructure contract under the Project.
4. Based on a review of INT’s SAE conducted in accordance with sub-paragraph 4.01(a) of Section III.A of the Sanctions Procedures, and pursuant to sub-paragraph 4.01(c), sub-paragraph 9.01, and sub-paragraph 9.04 of Section III.A of the Sanctions Procedures, with due consideration of the factors set forth in sub-paragraph 9.02 of Section III.A of the Sanctions Procedures and in the World Bank Sanctioning Guidelines, the SDO recommended in the Notice that the Respondents, together with certain Affiliates (as defined in the Sanctions Procedures) where so specified, be sanctioned as follows:

Respondent 1  
*Flowbird Société par Actions Simplifiée (“Flowbird SAS”)*

***Recommended Sanction: Debarment with Conditional Release  
Minimum Period of Ineligibility of Two (2) Years and Three (3) Months***

*It is recommended that Flowbird SAS (together with any entity that is an Affiliate directly or indirectly controlled by Flowbird SAS) be declared ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner,<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 two (2) years and three (3) months, Flowbird SAS may be released from ineligibility only if Flowbird SAS 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 Flowbird SAS has complied with the following conditions:*

- (a) Flowbird SAS has taken appropriate remedial measures to address the sanctionable practices for which Flowbird SAS has been sanctioned; and*
- (b) Flowbird SAS has adopted and implemented an effective integrity compliance program in a manner satisfactory to the Bank.*

*In determining this recommended sanction, the SDO took into consideration, as mitigating factors, (i) Flowbird SAS’s voluntary restraint from bidding on any Bank-financed contracts since it received a Show Cause Letter from the Bank in April 2017 and (ii) the information in the record regarding Flowbird SAS’s implementation of a corporate compliance program. The SDO did not apply any additional mitigating factors, or any aggravating factors.*

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<sup>1</sup> For the avoidance of doubt, the declaration of ineligibility to be awarded a contract will include, without limitation, (i) applying for pre-qualification, 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.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been (i) included by the bidder in its pre-qualification 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.

*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.<sup>3</sup> 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.<sup>4</sup>*

*Respondent 2*

*Flowbird Transport Limited (“Flowbird Transport”)*

***Recommended Sanction: Debarment with Conditional Release  
Minimum Period of Ineligibility of Two (2) Years and Three (3) Months***

*It is recommended that Flowbird Transport (together with any entity that is an Affiliate directly or indirectly controlled by Flowbird Transport) be declared ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner,<sup>5</sup> (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or*

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<sup>3</sup> *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. Id., sub-paragraph 1.01(c)(i) of Section III.A.*

<sup>4</sup> *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.*

<sup>5</sup> *For the avoidance of doubt, the declaration of ineligibility to be awarded a contract will include, without limitation, (i) applying for pre-qualification, 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.*

<sup>6</sup> *A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been (i) included by the bidder in its pre-qualification 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.*

*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 two (2) years and three (3) months, Flowbird Transport may be released from ineligibility only if Flowbird Transport 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 Flowbird Transport has complied with the following conditions:*

- (a) Flowbird Transport has taken appropriate remedial measures to address the sanctionable practices for which Flowbird Transport has been sanctioned; and*
- (b) Flowbird Transport has adopted and implemented an effective integrity compliance program in a manner satisfactory to the Bank.*

*In determining this recommended sanction, the SDO took into consideration, as mitigating factors, (i) Flowbird Transport's voluntary restraint from bidding on any Bank-financed contracts since it received a Show Cause Letter from the Bank in April 2017 and (ii) the information in the record regarding Flowbird Transport's implementation of a corporate compliance program. The SDO did not apply any additional mitigating factors, or any aggravating 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.<sup>7</sup> 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.<sup>8</sup>*

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<sup>7</sup> *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. Id., sub-paragraph 1.01(c)(i) of Section III.A.*

<sup>8</sup> *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*

5. In accordance with sub-paragraph 4.02(b) of Section III.A of the Sanctions Procedures, the Respondents submitted a written Explanation (as defined in the Sanctions Procedures) on May 26, 2020. After consideration of the arguments and evidence presented by INT in the SAE appended to the Notice and the arguments and evidence presented in the Respondents' Explanation, the SDO determined that there was no basis for a withdrawal of the Notice pursuant to sub-paragraph 4.03(a)(i) of Section III.A of the Sanctions Procedures. The SDO also determined, however, that the arguments and evidence presented in the Explanation supported a conclusion that there were additional mitigating factors that warranted a revision of the recommended sanction for the Respondents pursuant to sub-paragraph 4.03(a)(ii) of Section III.A of the Sanctions Procedures. The SDO revised the recommended sanction as follows:

Respondent 1

*Flowbird Société par Actions Simplifiée ("Flowbird SAS")*

***Recommended Sanction: Debarment with Conditional Release  
Minimum Period of Ineligibility of One (1) Year and Six (6) Months***

*It is recommended that Flowbird SAS (together with any entity that is an Affiliate directly or indirectly controlled by Flowbird SAS) be declared ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner,<sup>9</sup> (ii) to be a nominated<sup>10</sup> 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 one (1) year and six (6) months, Flowbird SAS may be released from ineligibility only if Flowbird SAS has, in accordance with*

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*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.*

<sup>9</sup> *For the avoidance of doubt, the declaration of ineligibility to be awarded a contract will include, without limitation, (i) applying for pre-qualification, 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.*

<sup>10</sup> *A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been (i) included by the bidder in its pre-qualification 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.*

*sub-paragraph 9.03 of Section III.A of the Sanctions Procedures, demonstrated to the Bank Group's Integrity Compliance Officer that Flowbird SAS has complied with the following conditions:*

- (a) Flowbird SAS has taken appropriate remedial measures to address the sanctionable practices for which Flowbird SAS has been sanctioned; and*
- (b) Flowbird SAS has adopted and implemented an effective integrity compliance program in a manner satisfactory to the Bank.*

*In determining this recommended sanction, the SDO took into consideration, as mitigating factors, (i) Flowbird SAS's assistance and ongoing cooperation with INT's investigation, (ii) Flowbird SAS's voluntary restraint from bidding on any Bank-financed contracts since it received a Show Cause Letter from the Bank in April 2017, and (iii) the information in the record regarding Flowbird SAS's implementation of a corporate compliance program. The SDO did not apply any additional mitigating factors, or any aggravating 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.<sup>11</sup> 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.<sup>12</sup>*

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<sup>11</sup> *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. Id., sub-paragraph 1.01(c)(i) of Section III.A.*

<sup>12</sup> *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.*

Respondent 2  
*Flowbird Transport Limited (“Flowbird Transport”)*

***Recommended Sanction: Debarment with Conditional Release  
Minimum Period of Ineligibility of One (1) Year and Six (6) Months***

*It is recommended that Flowbird Transport (together with any entity that is an Affiliate directly or indirectly controlled by Flowbird Transport) be declared ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner,<sup>13</sup> (ii) to be a nominated<sup>14</sup> 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 one (1) year and six (6) months, Flowbird Transport may be released from ineligibility only if Flowbird Transport 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 Flowbird Transport has complied with the following conditions:*

- (a) Flowbird Transport has taken appropriate remedial measures to address the sanctionable practices for which Flowbird Transport has been sanctioned; and*
- (b) Flowbird Transport has adopted and implemented an effective integrity compliance program in a manner satisfactory to the Bank.*

*In determining this recommended sanction, the SDO took into consideration, as mitigating factors, (i) Flowbird Transport’s assistance and ongoing cooperation with INT’s investigation, (ii) Flowbird Transport’s voluntary restraint from bidding on any Bank-financed contracts since it received a Show Cause Letter from the Bank in April 2017, and (iii) the information in the record regarding Flowbird Transport’s implementation*

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<sup>13</sup> For the avoidance of doubt, the declaration of ineligibility to be awarded a contract will include, without limitation, (i) applying for pre-qualification, 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.

<sup>14</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been (i) included by the bidder in its pre-qualification 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.

*of a corporate compliance program. The SDO did not apply any additional mitigating factors, or any aggravating 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.<sup>15</sup> 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.<sup>16</sup>*

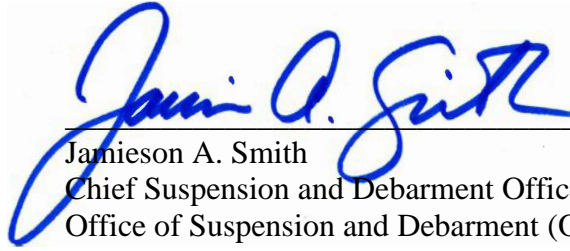
6. Sub-paragraph 4.04 of Section III.A of the Sanctions Procedures provides that if a respondent does not contest the accusation or the sanction recommended by the SDO in a Notice of Sanctions Proceedings by submitting a Response (as defined in the Sanctions Procedures) to the World Bank Group Sanctions Board (the “Sanctions Board”) within ninety (90) days after delivery of such Notice of Sanctions Proceedings, the sanction recommended by the SDO shall enter immediately into force.
7. No Response having been submitted to the Sanctions Board by either of the Respondents within the specified period, INT’s accusation in the SAE and the sanctions recommended by the SDO in the Notice are deemed uncontested for purposes of sub-paragraph 4.04 of Section III.A of the Sanctions Procedures, and the recommended sanctions set forth in paragraph 5 above have entered into force as of the date hereof.

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<sup>15</sup> *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. Id., sub-paragraph 1.01(c)(i) of Section III.A.*

<sup>16</sup> *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.*



A handwritten signature in blue ink, reading "Jamieson A. Smith". The signature is written in a cursive style with a large initial "J".

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Jamieson A. Smith  
Chief Suspension and Debarment Officer  
Office of Suspension and Debarment (OSD)  
The World Bank