



**icmr** भारतीय आयुर्विज्ञान  
अनुसंधान परिषद  
INDIAN COUNCIL OF  
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No.O/o.DDG(A)/ICMR/PM-ABHIM/2023

Dated: 07 Dec 2023

### CIRCULAR

A meeting was held on 29.11.2023 at DHR with the World Bank Team, under the chairmanship of the Joint Secretary DHR, to review the World Bank Financed activities under the PM-ABHIM Scheme.

As emphasized during the meeting, it is to notify all the stakeholders that, the World Bank Anti-Corruption guidelines and Environmental and Social Impact safeguards will scrupulously be followed in all the contracts of infra development and procurement, in connection with the World Bank Financed activities being implemented by DHR - ICMR under PM-ABHIM Scheme. Every Executing Agency / Procurement Officer shall ensure that, the following paragraphs (Sr. No. 01 to 05) will be included in their Tender Document. A list of debarred agencies by the World Bank will be checked, before giving contract, using appropriate prudence in each of the public procurements. Also to ensure efficiency, economy, transparency, and accountability in the system. The CPWD and HITES, being executing agencies for infra development projects, and the procurement agencies of ICMR under this Scheme, are also requested to follow these guidelines, as per the regulatory requirement of the World Bank.

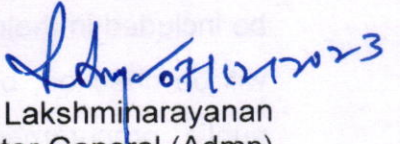
1. It is the responsibility of the Project Management Consultant to prepare and implement the Environmental and Social Risk Impacts and Mitigation Report, associated with the Project [infrastructure projects; including the procurements; under PM-ABHIM - World Bank Funds], to achieve environmental and social standards, as per the World Bank's guidelines, on Assessment and Management of Environmental and Social Risks and Impacts associated with each stage of the Project.

2. It is the responsibility of the Project Management Consultant to comply with the World Bank's Anticorruption guidelines and its prevailing sanctions, policies, and procedures, as set forth in the World Bank's sanctions framework in respect of the infrastructure projects (including the procurements) under PM-ABHIM – World Bank Funds.

3. In further pursuance of the World Bank's Anticorruption Policy, the Contractor / Supplier / Service Provider and its subcontractors, and their personnel, agree to permit the World Bank to inspect all accounts, records, and other documents relating to bid/proposal submission and contract performance and to have them audited by auditors appointed by the World Bank, as set out and defined in the World Bank's Anticorruption Guidelines and Provisions added in the Contract through present Amendment to meet the World Bank requirements.

4. The Consultant shall sign, the letter of acceptance of the World Bank's Anticorruption Guidelines and Sanctions as per the Annexure-I attached.

5. The Client Department will extend all assistance to the Project Management Consultant Agency in providing baseline data wherever required.

  
Dr. R. Lakshminarayanan  
Deputy Director General (Admn)

Encl: Annexure-I

Distribution (through e-mail):

1. The PS to DG, CPWD
2. The PS to Chief Executive Officer, HITES
3. The PS to DG, ICMR
4. The PS to JS (AN), DHR
5. The PS to Sr.FA, ICMR
6. The PS to Sr. DDG (A), ICMR
7. The Head, CPC, ICMR
8. The Director, ICMR-NIV
9. The Director, ICMR-NARI
10. The Engineering Cell, ICMR
11. All Nodal Officers of ICMR PM-ABHIM
12. The Head, BMI, ICMR – Kindly upload this on the ICMR website

Annexure-I

Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework<sup>1</sup>

Date: \_\_\_\_\_

Contract # \_\_\_\_\_

Contract Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

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 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 Guidelines<sup>2</sup> in connection with the procurement and execution of the contract described above ("the Contract"), 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.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include 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 time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>3</sup> (ii) to be a

<sup>1</sup>[Drafting note: This document shall be signed by the contractor/consultant/supplier and maintained by the Borrower in the project files.

<sup>2</sup>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.

<sup>3</sup> 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<sup>4</sup> 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 understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. 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
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.]

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 inspect<sup>5</sup> all accounts, records, and other documents relating to the procurement process and/or Contract execution, 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 Contractor: \_\_\_\_\_

Name of the person duly authorized to sign the Contract: \_\_\_\_\_

Title of the person signing the Letter: \_\_\_\_\_

\_\_\_\_\_

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>4</sup>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.

<sup>5</sup>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.