Sub.: India COVID-19 Emergency Response and Health System Strengthening Project

1.0 The Government of India and World Bank signed the “India COVID-19 Emergency Response and Health System Strengthening Project,” on 3rd April 2020, which became effective on 6th April 2020. The project development objective is to prevent, detect and respond to the threat posed by COVID-19 and strengthen national health systems for preparedness in India. The project is planned for four years from the date of effectiveness. The project is an IBRD loan for a total amount of US$ 1 billion. Scope of the project is nation-wide. Ministry of Railways is one of the implementing agencies in the project.

2.0 The Component I of the project is called the emergency response and shall run from January, 2020 upto April, 2022. Procurement in this period can be made using Ministry of Railways’ own procurement systems. However, compliance to certain conditions is required to be eligible for funding. The requirements differ for tender issued between 01/01/2020 and 20/07/2020 and tenders issued thereafter.

3.0 In case of retroactive COVID-19 related procurements, i.e. the tenders issued between 01/01/2020 and 20/07/2020, following condition has to be satisfied for the procurement to be eligible to be considered for funding from World Bank
   i. The contractor has to explicitly agree to comply with the relevant provisions of the World Bank’s Anti-Corruption Guidelines and the AIDB Policy on Prohibited Practices, including the World Bank’s right to inspect and audit all accounts, records, and other documents relating to the Project that are required to be maintained pursuant to the Financing Agreement. For this the vendor has to sign an agreement which shall be in the form of an amendment to the contract. The required amendment to the contract is annexed as annexure I. This shall also apply to cases where the material has been received and payments released.
   ii. Review of Procurement Documents by World Bank. Post review of procurements under Component I

4.0 In case of prospective COVID-19 related procurements, i.e. tenders issued after 20/07/2020 compliance to following conditions is essential for funding from World Bank:
   ii. Universal eligibility
   iii. Review of Procurement Documents by World Bank. Post review of procurements under Component I (same as discussed in para 3 above).
4.1 To comply with the anti-corruption guidelines, the tender condition is annexed as annexeure II. The condition has to be part of the tender documents as well as the contract.

4.2 To comply with the condition of universal eligibility, all the preferential market access policies, including, Public Procurement (Preference to Make in India) Order, MSME Policy, certain benefits to start-ups, shall not be applicable on such purchases. The tender documents shall have to be suitably amended to remove such references from the document.

4.3 Review of Procurement Documents and Post review of procurements can be done by World Bank.

5.0 The distribution of funds for various Railway Units is as follows:

<table>
<thead>
<tr>
<th>Railway Unit</th>
<th>Amount of Loan amount to be booked</th>
<th>Total (INR) (A+B+C+D)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RB letter 2020/H-1/7/9 dated 25/08/2020 (INR in cr.)</td>
<td></td>
</tr>
<tr>
<td>C.R</td>
<td>19.00</td>
<td>6,41,00,000</td>
</tr>
<tr>
<td>E.R</td>
<td>34.95</td>
<td>7,61,68,070</td>
</tr>
<tr>
<td>E.C.R</td>
<td>19.00</td>
<td>5,53,94,960</td>
</tr>
<tr>
<td>E.Co.R</td>
<td>6.35</td>
<td>2,07,73,110</td>
</tr>
<tr>
<td>N.R</td>
<td>23.31</td>
<td>7,61,68,070</td>
</tr>
<tr>
<td>N.C.R</td>
<td>12.71</td>
<td>2,76,97,480</td>
</tr>
<tr>
<td>N.E.R</td>
<td>19.06</td>
<td>3,46,21,850</td>
</tr>
<tr>
<td>N.F.R</td>
<td>22.24</td>
<td>2,07,73,110</td>
</tr>
<tr>
<td>N.W.R</td>
<td>12.71</td>
<td>2,76,97,480</td>
</tr>
<tr>
<td>S.R</td>
<td>25.42</td>
<td>5,53,94,960</td>
</tr>
<tr>
<td>S.C.R</td>
<td>15.88</td>
<td>3,46,21,850</td>
</tr>
<tr>
<td>S.E.R</td>
<td>25.42</td>
<td>6,23,19,330</td>
</tr>
<tr>
<td>S.E.C.R</td>
<td>6.35</td>
<td>1,38,48,740</td>
</tr>
<tr>
<td>S.W.R</td>
<td>6.35</td>
<td>2,07,73,110</td>
</tr>
<tr>
<td>W.R</td>
<td>19.06</td>
<td>6,92,43,700</td>
</tr>
<tr>
<td>W.C.R</td>
<td>9.53</td>
<td>4,15,46,220</td>
</tr>
<tr>
<td>Metro</td>
<td>3.17</td>
<td>69,24,370</td>
</tr>
<tr>
<td>I.C.F</td>
<td>3.17</td>
<td>3,17,00,000</td>
</tr>
<tr>
<td>R.C.F</td>
<td>3.17</td>
<td>3,17,00,000</td>
</tr>
<tr>
<td>C.L.W</td>
<td>4.76</td>
<td>69,24,370</td>
</tr>
<tr>
<td>D.L.W</td>
<td>3.17</td>
<td>1,38,48,740</td>
</tr>
<tr>
<td>R.W.F</td>
<td>3.17</td>
<td>3,17,00,000</td>
</tr>
<tr>
<td>R.D.S.O.</td>
<td>3.17</td>
<td>3,17,00,000</td>
</tr>
<tr>
<td>M.C.F</td>
<td>3.17</td>
<td>3,17,00,000</td>
</tr>
<tr>
<td>D.M.W</td>
<td>3.17</td>
<td>3,17,00,000</td>
</tr>
<tr>
<td>R.W.P./Bela</td>
<td>1.58</td>
<td>1,58,00,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>Rs. 309.04 cr.</td>
<td>Rs. 68,55,12,630</td>
</tr>
</tbody>
</table>

*(NR letter No. 78-S/IPPE Procurement/P-82 dated 1708/2020)*
5.1 These funds are for total procurement by each Railway irrespective of the procuring department i.e. procurement done by Stores, Medical department, etc. **Though the fund utilization shall be by respective departments, PCMM of the Railway unit shall coordinate for guiding Procuring departments, compilation of data as per the enclosed format and provide it to Railway Board and also to Coordinate with Railway Board.**

5.2 It may be noted that amount allocated should not be exceeded. Amount for coach conversion and sanitation is in addition to this allocation. In case any Railway unit expects that they are not in position to spend allocated amount till 31-03-2021, Railway Board should to be informed well in advance but not later than by 31.12.2020 so that timely re-appropriation can be done.

5.3 List of items admissible under the financing is as under. This list is to be strictly followed. Items procured outside this list shall not be eligible under the World Bank funding.

**List of admissible items –**

Isolation wards in hospitals including related expenditure like Hospital Equipment and Medical Supplies PPE kits, Gloves, Goggles, Face Shield, Ventilators, Lab Equipment, Hospital Furniture, Oxygen Cylinders, Oxygen Pipeline, medicines, consumables, Paramedics, CMPs etc.

6.0 The Railways may distribute the funds amongst the retroactive or prospective procurements.

First priority should be to cover maximum funds allocated to retroactive procurements. For retrospective procurements, vendors may be approached immediately to get the Annexure I signed and details submitted to Board within 15 days so as to claim the amount covered in these procurements from World Bank as soon as possible.

For procurement made, the Railways shall provide the details in the format provided in Annexure III, separately for prospective and retroactive procurement.

This is issued with the concurrence of Health, Budget and Finance Directorate of this ministry and has the approval of Railway Board (M(TRS) and M(F)).

No. 2020/RS(G)/11/5

1. PFAs, All Indian Railways & Production Units
2. The ADA (Railwayss), New Delhi
3. The Directors of Audit, All Indian Railways

**LIST FOR DISTRIBUTION**

Directors of all CTIs,
CMDs/MDs of all Railway PSUs and other Railway bodies and societies,
PCMMs, PCEs, PFAs, PCMEs, PCEEs, PCSTEs, All Indian Railways & PUs, COFMOW, CORE, WPO/Patna and RWP/Bela
Sr. Prof. (Material Management), NAIR, Vadodara, Executive Director (Stores), RDSO, Lucknow

(Anurag Grover)
Deputy Director Railway Stores (G)
Railway Board
New Delhi, dated 10/09/2020.

For Financial Commissioner/Railways
Chief Commissioner, Railway Safety, Lucknow
Zonal Railway Training Institute, Sukadia Circle, Udaipur

Copy to:
The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPOA, Room No. 256-D Rail Bhavan.

Copy to:- PSOs/Sr. PPSs / PPSs / PSs to:
MR, MoS(R)
CRB, MF, M/Infra, M/TRS, M/O&BD, Secy., DG/HR, DG/RHS, DG/RPF
All AMs, PEDs & Executive Directors of Railway Board
Annexe I: Undertaking to be signed by Contractor/Supplier/Service Provider, where Contract is already signed*

*Applicable for retroactive funding period 01/01/2020 – 20/07/2020

AMENDMENT TO THE CONTRACT (Ref.)

Supply of <name of item>

Signed between

<name & address of Purchaser>

and

<name & address of Supplier>

on

<date of signing the original contract>

Further to the contract executed as said above, an amendment to the contract is made on the ___ day of <month>, 2020.

Article 1 – Purpose

As this Contract is to be co-financed by the World Bank and Asian Infrastructure Investment Bank (AIIB), the present amendment has the purpose to add the provisions required by World Bank and AIIB.

Article 2 - Validity of Contract clauses

All other clauses of the original contract including all the Appendices remain unchanged

Article 3 – Effectiveness of this Amendment

The present Amendment will be effective retrospectively from the date of signing of original contract.

Read and Agreed

Place: __________  Dated: ________

For and on behalf of <Purchaser>  For and on behalf of <Supplier>
(Name and Designation)  (Name and Designation)

Provisions added in the Contract through present Amendment to meet World Bank and AIIB Requirements
**Fraud and Corruption:** This Procurement is financed by the World Bank (the "Bank"). The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in following paragraphs. In further pursuance of this policy, the Contractor/Supplier/Service Provider and its subcontractors and personnel agree to permit the 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 Bank; and also agree with the following provisions.

1. **Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this attachment apply with respect to current procurement.

2. **Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

   a. Defines, for the purposes of this provision, the terms set forth below as follows:

      i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

      ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

      iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

      iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

      v. "obstructive practice" is:

         (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

         (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph e. below.

   b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated 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;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

3. Co-financing: The AIB’s Policy on Prohibited Practices and this attachment also applies with respect to current procurement. In addition to compliance to provisions listed above, AIB also requires compliance to additional aspects of “AIB’s Policy on Prohibited Practices” namely (a) “misuse of resources”, which means improper use of the AIB’s resources, carried out either intentionally or through reckless disregard; and (b) “theft” which means the misappropriation of property belonging to another party. In case of occurrence of misuse of resources and theft, AIB will take remedial actions as per its policy as well as may sanction a firm or individual as per its Sanction Framework.

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1. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall 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.

2. 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.

3. Inspections in this context usually are 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.
Annexure II: Provisions to be added in Bidding/RFP/Tender Documents; as well as in Contract/Agreement format, where bidding/selection process is yet to begin or bidding process ongoing

*Below text to be copied and pasted into Tender Document and Contract.

Provisions of the World Bank and the Asian Infrastructure Investment Bank

Fraud and Corruption: This Procurement is financed by the World Bank (the “Bank”). The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in following paragraphs. In further pursuance of this policy, bidders/contractors shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this attachment apply with respect to current procurement.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. “obstructive practice” is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

4 If bidding process is ongoing, this undertaking has to be issued as amendment to bidding documents
b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated 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;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

3. Co-financing: The Asian Infrastructure Investment Bank (AIIB)’s Policy on Prohibited Practices and this attachment also applies with respect to current procurement. In addition to compliance to provisions listed in previous section (Provisions of the World Bank), AIIB also requires compliance to additional aspects of “AIIB’s Policy on Prohibited Practices” namely (a) “misuse of resources”, which means improper use of the AIIB’s resources, carried out either intentionally or through reckless disregard; and (b) “theft” which means the misappropriation of property belonging to another party. In case of occurrence of misuse of resources and theft, AIIB will take remedial actions as per its policy as well as may sanction a firm or individual as per its Sanction Framework.

---

5 For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall 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.

6 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.

7 Inspections in this context usually are 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.
### Annexure III: Details of Procurements already made

List of Procurements done during Period.................................

<table>
<thead>
<tr>
<th>SN</th>
<th>Item Description</th>
<th>Mode of Tendering (Open / Limited / Single source)</th>
<th>Tender Closing Date</th>
<th>Name of the supplier / contractor</th>
<th>Contract No.</th>
<th>Contract date (dd/mm/yyyy)</th>
<th>Contract Quantity</th>
<th>Value of contract (INR)</th>
<th>Date of completion / scheduled completion of contract</th>
<th>Quantity Balance (% in value terms)</th>
<th>Undertaking to comply with WB and AIIB requirements signed by the supplier/contractor Yes/No</th>
<th>Allocation head to which booked</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

*No change of format of the table is permitted.*

*No cells should be merged.*

*Cell specific information should be given in that specific cell only.*

*In case multiple items are procured in one contract all items should be indicated in item description, and only total value indicated in table. Leave Contract Quantity blank in case of multiple item contract.*

*Do not indicate orders on other Railway Units.*