

Engagement as Independent External Monitor (IEM) for implementation of Integrity Pact in MRVC.

- As per Department of Public Enterprises (DPE), CPSEs (Central Public Sector Enterprises), have to enter into Integrity Pact, for enhancing Transparency and Integrity in General Administration and Procurement.
- As per guidelines issued by CVC & DPE, two Independent External Monitors (IEMs) in consultation with CVC are to be nominated for overseeing the implementation of Integrity Pact. Based on the proposal of MRVC, CVC has nominated -

1.	Shri Radhakrishna Kini A IPS (Retd), B 91 Vishrantika CGHS, Plot 5A, Sector 3 Dwarka, New Delhi – 110078. Mobile No. 9971722727 E-mail: arvkini2004@yahoo.co.in
2.	Shri Ram Phal Pawar, IPS (Retd.), A-1102, Amrapali Sapphire, Sector -45, Noida – 201301 (U.P.). Mobile – 8017017878 E-mail: rpawar61@hotmail.com ramphal.pawar@ips.gov.in

for appointment as IEMs in MRVC.

- Based on the CVC's nomination, appointment letter has been issued to Shri Radhakrishna Kini A IPS (Retd) on 27.06.2023 & Shri Ram Phal Pawar, IPS (Retd.) on 05.09.2023.
- IEM's role and responsibilities will be governed by clause (7) of Integrity Pact of MRVC and CVC Circular No. 04/06/23 dated 14.06.2023 on Adoption of Integrity Pact – Standard Operating Procedure.
- As an IEM appointed by MRVC, on receipt of any complaint / information regarding violation of the pact by any of the parties, IEM will be required to review independently and objectively, whether and to what extent, the parties signing the Integrity Pact have complied with the obligations under the Pact.
- The purchase / procurement wing of the organization would be the focal point for the implementation of IP. At present, CE (Planning) has been nominated as the focal point for the implementation of IP.

Encl: Integrity Pact
Standard Operating Procedure

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INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on Day of the month of....., between MUMBAI RAILWAY VIKAS CORPORATION LTD, (hereinafter called MRVC), a government company under the Ministry of Railways, and M/s..... (hereinafter called the "BIDDER")Description of Bidder.

The expressions "MRVC " and "BIDDER" shall mean and include their respective legal representatives, successors in interest, and assigns and shall collectively be referred to as " the Parties" and individually as " the Party".

WHEREAS MRVC intends to award, under laid down organizational procedures, contract(s) for (Name of the Tender/Work).....(hereinafter referred to as the 'Contract').

WHEREAS MRVC necessarily requires full compliance with all relevant laws of the land, rules, and regulations, economic use of resources, and fairness/transparency in relations with its Bidder(s) and / or Contractor(s).

WHEAREAS In order to achieve these goals, MRVC has appointed Independent External Monitor (IEM), as detailed in Para 7 of this Pact, to monitor the entire tender process till the final completion of the contract for compliance with the Integrity Pact by all the parties concerned for all works covered in the Contract.

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NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into,;

To Enable MRVC to obtain the desired works/stores/equipment at a competitive price in conformity with defined specifications by avoiding high cost and distortionary impact of corruption on public procurement, and

To Enable BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that MRVC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Scope

The Integrity Pact, in respect of the said contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the BIDDERS and exclusion from future business dealings as specified in this Integrity Pact.

2. Commitments of MRVC

2.1 No official of MRVC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, any benefit, or any other advantage from the BIDDER, either for themselves or for any person, organization, or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting, or implementation process related to the contract.

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- 2.2 MRVC will, during the entire tender process stage, treat all BIDDERS with equity and reason. It will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 MRVC shall obtain bids from only those party/parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or an combination thereof.
- 2.4 In case any misconduct on the part of any official(s) of MRVC is reported by the BIDDER to the Chairman & Managing Director of MRVC with full and verifiable facts and the same is prima facie found to be correct by the Chairman & Managing Director of MRVC, necessary disciplinary proceedings , or any other action as deemed fit, may be initiated by MRVC and such a person shall be removed from further dealings related to the subject contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of bidding, execution, etc. under the contract shall not be stalled.

3. Commitments of BIDDERS

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre-contract, contract, or post-contract stage. In particular the BIDDER undertakes to abide by the measures given in the following paragraphs.
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of MRVC , connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in

exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.

- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of MRVC or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The BIDDER further confirms and declares to MRVC that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to MRVC or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, not has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation, or recommendation.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by MRVC as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER

also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the Bidder submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 5 of this Pact.

3.11 The BIDDER will not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of MRVC, or alternatively, if any relative of an officer of MRVC has financial interest/stake in the BIDDER's firm, the same will be disclosed by BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 or any amendment thereto (Annexure-A).

3.13 The BIDDER will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of MRVC.

3.14 All disclosures required under this Pact shall be included as Annexures/Appendices thereto as an integral part of this Pact.

3.15 If the BIDDER/Contractor is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other

company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. Sanctions for Violations

- 5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle MRVC to take all or any one of the following actions, wherever required:-

5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.

5.1.3 To debar the BIDDER from participating in future bidding processes as per MRVC policy on "Suspension/Banning of Business Dealings" with Agencies" (Annexure-B).

5.1.4 To forfeit, either fully or partially, the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), without assigning any reason therefor.

- 5.2 MRVC will also be entitled to take all or any of the actions mentioned under this Para 5 in the event of commission by the BIDDER, or anyone employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code. 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

- 5.3 The decision of MRVC to the effect that a breach of any provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
- 5.4 The BIDDER shall be liable to pay compensation for any loss or damage to MRVC in the event of any action under this Para 5 and MRVC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6. Fall Clause

- 6.1 In case of supply tenders, the BIDDER undertakes that it has not supplied/is not supplying stores of identical description at a price lower than that offered in the present bid to any other Customer/Ministry/Department of the Government of India or PSU. If it is found at any stage that similar stores of identical description was supplied by the BIDDER to any other Customer / Ministry/Department of the Government of India or PSU at a lower price during the currency of the contract, then that very price, with due allowance for elapsed time and applicable contract condition, will be applicable to the present case, and if the contract has already been concluded, the difference in the cost would be refunded by the BIDDER to MRVC.

7. Independent External Monitory (IEM)

- 7.1 MRVC has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission Names and Addresses of the IEM are given below:

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- I. Shri Radhakrishna Kini A IPS (Retd), Mobile No. 9971722727
E-mail: arvkini2004@yahoo.co.in
 - II. Shri Ram Phal Pawar, IPS (Retd.), Mobile – 8017017878
E-mail: rpawar61@hotmail.com & ramphal.pawar@ips.gov.in
- 7.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.
 - 7.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
 - 7.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of MRVC and the BIDDER upon request and demonstration of a valid interest by the IEMs. The same is also applicable to sub-contractors of the BIDDER. The IEMs shall be under contractual obligation to treat the information and documents of all the parties with confidentiality.
 - 7.5 In case of non-compliance of the provisions of the Integrity Pact, any complaint/non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of MRVC appointed by the CMD. The Nodal Officer, after verification of the complaint, shall refer the complaint/non-compliance so received by him to the aforesaid IEM. Alternatively, as soon as the IEM notices a violation of this Pact, or has reason to believe that a violation has occurred, or had received a complaint, he will so inform the CMD of MRVC in the first instance.
 - 7.6 The IEM would then examine all complaints, other than anonymous/pseudonymous complaints, received by them and give their written report to the CMD of MRVC within 6 weeks from the date of reference or intimation to him by MRVC/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Law and Place of Jurisdiction

This Pact shall be applicable to all tenders invited and finalized in India. This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be Mumbai.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

10. Validity

10.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both MRVC and the BIDDER including Defect Liability/Warrantyperiod, whichever is later. In case BIDDER(s) is (are) unsuccessful, this Integrity Pact shall cease to be valid on the expiry of two months from the date of award of the contract.

10.2 Should any provision of this Pact turn out to be invalid, the remaining parts of this Pact shall remain unaffected which shall be honored and implemented by the Parties in its intent and spirit.

11. The Parties hereby sign this Integrity Pact aton
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(Full name & Registered Office Address)

For and on Behalf of
Mumbai Ralway Vikas Corporation Limited.

For and on Behalf of
BIDDER (Full name of Bidder
& regd Address)

Name of the Authorised Officer.
Designation

(SEAL)

Name of the Authorised Officer.
Designation

(SEAL)

Witness

1.....

2.

Witness

1.

2.