

# प्रहरी

MRVC VIGILANCE NEWS LETTER

## Success Stories under TII Initiative *Pahal: Shaasan Sudhaar Ki Ore*

TII, during its grassroots intervention, has found many encouraging instances, where people in the poorest and remotest rural areas, have used the tools like RTI and social audits and have accessed their rights and entitlements and nudged exposed corrupt departments. Besides implementing it in existing states of Chhattisgarh, Jharkhand & Orissa, TII plans to expand *Pahal* to more states (Bihar, MP and Rajasthan) in the near future and create more model Gram Panchayats all over these states.

**Angul Village Farmers Say No to Bribe:** The Pahal team in Angul has filed more than 40 RTI applications on various issues. It has

created an RTI revolution in the area and has built mass support for demanding transparency & accountability from various government departments. In an important success, the RTI filed by a volunteer resulted in

block government officials returning the money taken as bribe. The application was filed for getting information on the vermiculture subsidy scheme of the state government. In the answer provided by the department, the volunteers discovered that a subsidy of Rs.8,000 is given by the horticulture department and there is no extra fee for sanctioning the project, whereas the officials had taken Rs.1000 as 'processing charges'(!). Armed with this information, the farmers came together at the block office and forced the horticulture department official to return the amount of Rs.1000 to them immediately



**Social Audit of NREGS:** TII team anchored NREGS social audits for the first time in Mochha Panchayat of Takhatpur block of Bilaspur district in Chhattisgarh in collaboration with the district administration. The copies of documents of Mochha GP were sought from the NREGS dept one month in advance, but despite agreeing to conduct the social audit jointly, the department neither declared the exact date of social audit Gram Sabha, nor provided the necessary documents for prior public scrutiny and verification. One week before social audit was to take place, the TII team heard rumours about the date and alternatively started collecting and verifying information from villagers about NREGS projects undertaken in the GP.

The team mobilised villagers through an awareness rally one day prior to the Gram Sabha on 6th August, 09. A movie on Social Audit was later shown at night to generate interest about the issue. The next day, on 7th August, 09, the social audit Gram Sabha assembled with representatives of district, block and Panchayat administration, Panchayat functionaries, NGO representatives, SHG members and villagers. Despite all the tricks and misguidance from administration, villagers turned up in huge numbers (app. 25% of the total population, of which app.50% women & 80% STs) to take account of the public expenditure. During the public scrutiny, NREGS records were found to be fudged and instances of bribe taken from laborers came to light. Villagers also identified false names and payments when muster rolls were being verified.

As people's verdict, the villagers gave the government officials a notice to solve the issues brought up in the social audits within one month. Post this social audit, the Rozgar Secretary and Sarpanch are very active and spending funds carefully in the Gram Panchayat. The wage payments are done through the banks.

**Authority:** [http://www.transparencyindia.org/resource/project\\_files/TII-Pahal\\_Success\\_Stories.pdf](http://www.transparencyindia.org/resource/project_files/TII-Pahal_Success_Stories.pdf).





## ***World Bank Guidelines on Joint Venture in Civil Works W2***

### ***Attachment***

***(Refer ITB Clause 4.4)***

#### **NCB – Civil Works – Document W-2 [Amendments for Joint Ventures] in World Bank works Tenders In National Competitive Bidding contracts where it is proposed to permit JV [in the case of high value or specialized/complex works],**

##### **1. Instructions to Bidders**

A. *Where it is proposed to accept Joint Ventures, incorporate all changes as indicated in the Attachment at the end of this document, otherwise state as 'Bids from Joint ventures are not acceptable'.*

4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements :

[a] the bid shall include all the information listed in Sub-clause 4.3 of IFB given below:

If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) Total monetary value of construction work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) Major items of construction equipment proposed to carry out the Contract;
  - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
  - (g) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
  - (h) Authority to seek references from the Bidder's bankers;
  - (i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
  - (j) proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price *(for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed; no vertical splitting of work for sub-contracting is acceptable)*; and
  - (k) the proposed methodology and program of construction including Environmental Management Plan, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones *(for all contracts over Rs.10 M)*.
- [b] The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- [c] One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- [d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- [e] all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
- [f] The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;

- [f] The joint venture agreement should be registered in .....\* so as to be legally valid and binding on partners; and

[h] A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.
- B. Substitute Clause 4.6 as under :

4.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of Sub-clause 4.5of IFB. However, for a joint venture to qualify, each of it’s partners must meet at least 50 percent of the minimum criteria set in Sub-clause 4.5 above and all the partners collectively must meet the criteria specified in Sub-clause 4.5 of IFB above in full. Failure to comply with this requirement will result in rejection of the joint venture’s bid.

Sub-contractor’s experience and resources will not be taken into account in determining the Bidder’s compliance with the qualifying criteria, except to the extent stated in Clause 4.5 [A] above.
- C. Each bidder shall submit only one bid for one contract. **‘either individually or as a partner in a Joint Venture’**. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.

D. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive. **‘The bid security of a joint venture must define as ‘bidder’ all joint venture partners and list them in the following manner : a joint venture consisting of ‘.....’, ‘.....’, and ‘.....’**

E. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer or (c) by a foreign bank through a correspondent Bank in India [scheduled or nationalized]. **‘The performance security of a Joint Venture shall be in the name of the joint venture’**.

2. Qualification Information

- Insert Clause 2 as under:

‘2. Joint Ventures

1.1 The ..... (referred to as Employer in these documents) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data shall be provided for each partner of the joint venture.

2.2 The information in 1.13 shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory[ies] of the bid authorizing signature of the bid on behalf of the joint venture..

2.4 Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in sub-clause 4.4 of the Instructions to Bidders’. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement

2.5 Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM ‘A’ (Lead Partner)	FIRM ‘B’	FIRM ‘C’
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

General Conditions of Contract

- In sub-clause 51.1, add the following at the end :  
‘The bank guarantee of a joint venture shall be in the name of the joint venture’.

- In sub-clause 52.1, add the following at the end :  
‘The performance security of a joint venture shall be in the name of the joint venture’.

- In sub-clause 59.2 add the following after sub-clause (h)  
(i) “The contractor (in case of joint venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without prior approval of the Employer”.
4. Agreement Form

In para (4) insert (x) as additional item  
(x) Joint Venture Agreement.

Authority:NCB.CW/W-2



# HIGH ALERT

Sr.No	Railway employees availing passes	Pass issuing Authorities
1.	Furnish correct information regarding age of dependents and family members	Ensure declarations regarding family particulars are submitted and filed every year
2.	Declaration regarding family members to be submitted annually	Information given by employee in the pass form should be cross-checked with the information available on file
3.	Bonafide certificates of sons over 21 years to be submitted	Check eligibility of the pass holder as per rate of pay
4.	Point out mistakes on the pass immediately	Insist upon bonafide certificates before issuing pass for sons more than 21 years
5.	Corrections in a Pass, should invariably be made only by pass issuing authority	Be more careful while dealing with special categories of pass like Sports pass, Medical grounds, cultural functions etc.
6.	Sign on the reverse of the Privilege pass before the start of the journey	Pass book is a money value book. Its safe custody & accountal must always be ensure.

## SHORT STORY

There is a story about Reuben Gonzolas who was in the final match of his first professional racquetball tournament. He was paying against the champion. At match point in the fifth and final game, Gonzolas made a super “Kill shot” into the front corner to with the tournament. The referee called it good, and one of the linemen confirmed the shot was a winner.

But after a moments’s hesitation, Gonzolas turned and declared that his shot had skipped into the wall, hitting the floor first. As a result, the serve went to his opponent, who went on to win the match.

Reuben Gonzolas walked off the court: everyone was stunned. The next issue of a leading recquetball magazine featured Gonzolas on its cover. The lead editorial searched and questioned for an explanation for the first ever occurrence on the professional racquetball circuit. Who could ever imagine it in any sport or endeavour? Here was a player with everything officially in his favour, with victory in his grasp, who disqualifies himself at match point and loses.

When asked why he did it, Gonzolas replied, “It was the only thing I could do to maintain my integrity.”

**Moral of Study:** To boost integrity of organization every employee shall always maintain their integrity.

**THE MAN WHO HAS MADE MILLIONS AT THE COST OF HIS CONSCIENCE IS A FAILURE.**

भ्रष्टाचार जड से मिट जायेगा,  
जब मिल बैठेंगे चार यार,  
स्वच्छ नीति, एकता, गंभीरता और पारदर्शिता ।

