

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
ANUSANDHAN BHAVAN, 2, RAFI MARG, NEW DELHI-01**

No.6-15 (15)/18-IEM-E.III

Dated: 01.02.2022

OFFICE MEMORANDUM


Sub: Engagement of Independent External Monitors (IEMs) for CSIR

In compliance of instructions of Central Vigilance Commission as contained in their letters dated 05.05.2021 and 04.10.2021 and in continuation of this office letters of even number dated 16.12.2021, which were sent to Dr. Rajan S Katoch, IAS (Retd.) and Shri Prabhakaran Palaniappan, IAS (Retd.), the Competent Authority has been pleased to engage them as Independent External Monitors (IEMs) for CSIR (both CSIR Hqrs and CSIR's constituent Labs./Instts. situated all over India included) on remuneration of Rs. 7500/- per sitting on the terms and conditions as mentioned in the enclosed annexure.

The engagement of Dr. Katoch and Shri Palaniappan will be for a period of three years from the date of this communication.

Further, the Competent Authority has also approved that CoSP of CSIR Hqrs (Shri Srideb Nanda) will coordinate activities between Labs./Instts./CSIR Hqrs and IEMs.

Encl: As above


(S. K. Yadav)
US(CO)

Copy to:

1. Shri Rajan S Katoch, IAS (Retd.), A-91, Alkapuri, Bhopal (MP) 462 022
2. Shri Prabhakaran Palaniappan, IAS (Retd.), New No. 9, (Old No. 4B/14), Venkateswara Nagar 3rd Street, Adyar, Chennai 600 020
3. Sh. Srideb Nanda, CoSP, CSIR Hqrs
4. CVO, CSIR; with the request to inform CVC of the above appointments against their communications
5. Directors of all CSIR Labs./Instts.
6. Sr.CoSP/CoSP/SPO of all CSIR Labs./Instts.
7. O/o, DG, CSIR
8. O/o, JS, CSIR
9. O/o, FA, CSIR
10. PS to LA, CSIR
11. F& AO (Audit)
12. F&AO(Cash)
13. Head, IT-with the request to upload this OM on CSIR website
14. Office copy

TERMS AND CONDITIONS

1. The engagement will be as Independent External Monitor (IEM) on contract basis in Council of Scientific and Industrial Research and its constituent Labs./Instts. spread across India.
2. The major role of the IEM would be implementation of integrity pact in CSIR for entering into contracts for procurement of Goods, works and Services contracts with a threshold value of 3 Crore and above to prevent/reduce/eliminate corruption, bribes or any other unethical practices.
3. The IEM is to Monitor and review the tendering process from inception to the culmination of the contract and compliance to the Integrity Pact therein.
4. The IEM would be required to review independently and objectively, whether and to what extent the parties (CSIR or its Lab / Contractor) comply with the obligations under the Integrity Pact Agreement. He/she would also be required to ascertain that all parties have acted in a fair and transparent manner.
5. The IEM will not be subject to instructions by the representatives of the parties and will perform their functions neutrally and independently.
6. The Independent External Monitor will not have administrative or enforcement responsibilities. He will co-ordinate his efforts with the help of the Chief Vigilance Officer, CSIR and other anti-corruption institutions such as the Central Vigilance Commission, New Delhi. He may engage services of outside agencies such as accounting firms, law firms etc. with prior approval of Joint Secretary (Administration), CSIR for CSIR Hq. and Director for CSIR Labs., if required, in discharge of his responsibilities.
7. A contentious issue may be referred to the nominated IEM of the contract either by CSIR or its Lab or by a bidder/ contractor or by CVO. If referred to by a party other than CSIR, then IEM will duly inform CSIR(Joint Secretary, Administration) / Director of CSIR Lab prior to commencement of his/her investigation.
8. The Independent External Monitor will have access to all Officers and all records of CSIR or its Laboratories relating to the matter connected with or incidental to the tender or contract of having a bearing with that. He/ She will also have access to bidder's records and information regarding its dealing with CSIR.
9. IEM may hold meetings with the bidder or Contract Processing Officers or Joint meetings with both to resolve complaints.
10. If the Independent External Monitor observes or suspects an irregularity, he/she will inform Head of the Division. Once the Independent External Monitor is satisfied that an irregularity has taken place, he/she may inform Joint Secretary (Administration) at CSIR Head Quarter or Director of CSIR-Lab.

11. As soon as the IEM notices, or believes to notice, a violation of this Integrity Pact, he/she will so inform Joint Secretary (Administration) at CSIR Hq. or Director of CSIR-Lab and request the Management to discontinue or heal the violation, or to take other relevant action. The IEM can submit non-binding recommendations in this regard. Beyond this, the IEM has no right to demand from the parties that they act in a specified manner, refrain from action or tolerate action.
12. The Independent External Monitor would examine all complaints received by him/her and within 10 days as far as possible give his/her recommendation /view to the Joint Secretary (Administration) for CSIR Hq. / Director for CSIR-Lab, at the earliest. He/ She may also send his/her report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific verifiable vigilance angle, the matter should be reported directly to the commission.
13. If the IEM has reported to the Joint Secretary (Administration) for CSIR Hq. / Director for CSIR-Lab, a substantiated suspicion of an offence under relevant Anti-Corruption Law of India, and the Joint Secretary (Administration) for CSIR Hq. / Director for CSIR-Lab has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may also transit this information directly to the Central Vigilance Commissioner, Government of India.
14. The role of CVO of the Organization shall remain un-affected by the presence of IEM. A matter being examined by the IEM can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him or directed to him by the Commission.
15. The IEM would have access to all contract documents, whenever required.
16. It would be desirable to have structured meetings of the IEM with the Joint Secretary (Administration) at CSIR Hq. / Director at CSIR-Lab of the Organization and on a quarterly basis including an annual meeting to discuss/ review the information on tenders awarded during the previous quarter. Additional sittings, however, can be held as per requirement.
17. IEM should examine the process integrity; he is not expected to concern himself with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO, CSIR.
18. The role of IEM is advisory and would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
19. Issues like warranty/ guarantee etc. would be outside the purview of IEM.

20. A person acting as an IEM shall not be debarred from taking up other assignments such as consultancy with other organizations or agencies subject to his declaring that his/her additional assignment does not involve any conflict of interest with existing assignment. In case of any conflict of interest arising at a later date from an entity wherein he/she is or has been a consultant, the IEM should inform the Joint Secretary (Administration) at CSIR Hq. / Director at CSIR-Lab and rescue himself / herself from the case.
21. CSIR and its constituent Labs./Instts. will provide secretarial assistance to IEM for rendering his/her jobs as IEM.
22. In case of any misconduct by an IEM, the Joint Secretary (Administration) for CSIR Hq. / Director for CSIR-Lab would bring it to the notice of the Commission detailing the specific misconduct for appropriate action at the Commission's end.
23. The IEM will be entitled for TA/DA for all journeys undertaken by her/him in relation with/incidental tour. The job of IEM at CSIR and/or its constituent Labs./Instts. as per his entitlement immediately before his retirement read with TA/DA rules applicable to the employees of CSIR.
24. The IEM will sign a Non-Disclosure Agreement and a Declaration of Absence of Conflict of Interest, copies of which are enclosed with these terms and conditions.
25. All the deliberations during the IEMs meeting should be minuted and in the vent meeting, the IEM should confirm the recorded minutes of the previous meeting.
26. IEM may refer to commission guidelines on "illustrative check points for various stages of public procurement available on commission website i.e www.cvc.gov.in and under CTE's corner, for guidance purpose.
27. IEM shall be paid Rs. 7500/- per sitting. IEM shall not be paid an amount exceeding Rs. 3,00,000/- in a calendar year with respect to sitting fee.
28. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through meditation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
