



भारत सरकार  
महानिदेशालय, के०लो०नि०वि०,

स० वि० एवं गु० संगठन, संविदा एण्ड मैनुअल इकाई,  
335-ए, निर्माण भवन, नई दिल्ली-110011

टैलीफैक्स- 011-23061838 ईमेल-[secm@nic.in](mailto:secm@nic.in)



No. CSQ/CM/18(2)/IEM/2024/ 82  
e-file no. 9085483

Dated : 05-02-2024

To

**Sh. Vinayaka Rao Turga**  
**Turga House, Anne Baburao Colony**  
**Penamaluru, Vijaywada,**  
**Andhra Pradesh - 521139**  
**email: tvrao56@gmail.com**  
**Mobile: 9007723414**

**Sub:- Appointment as Independent External Monitor (IEM) for Implementation of Integrity Pact in CPWD with effect from 5<sup>th</sup> February, 2024.**

Sir,

Central Public Works Department (CPWD) executes various types of construction and maintenance works for Central Government through e-tendering in a fair and transparent manner. The Central Vigilance Commission (CVC) has advised implementation of Integrity Pact (IP) in all major procurements. The integrity pact is applicable for the tenders having estimated cost put to tenders as Rs.300 Crore and above.

You are hereby appointed as an Independent External Monitor (IEM) for implementation of IP in CPWD. The procedure for implementation of IP shall be governed by revised Standing Operating Procedure (SOP) as per circular no. 04/06/23 dated 14.06.2023 or subsequent guidelines issued by Central Vigilance Commission. The role and duties of IEMs, mentioned in the circular dated 14.06.2023, are summarized below:

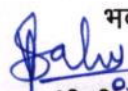
1. The appointment is for a period of three years from date of appointment.
2. The remuneration payable to you will be Rs.25,000 (Rs. Twenty five thousand only) per sitting including TA and DA. However the maximum amount to payable to IEMs in a calendar year shall not exceeds Rs. 3,00,000 (Rs. Three Lacs) w.r.t. the sitting fees.
3. The IEMs would have access to all documents/record pertaining to the tender for which a complaint or issue is raised, as and when warranted.
4. Additional Director General/Special Director General CPWD shall hold a quarterly meeting with the IEMs to review the information on tenders awarded during the previous quarter which are covered under the IP. A summary of contract awarded in the previous quarters which are covered under the IP shall be shared with IEMs during the quarterly meeting. Such summary of contract should include details like tender number, mode of tendering, period allowed of



publicity, number of bids received, number of bidders considered eligible, name and address of the successful bidder. However, IEMs are not supposed to attend pre-bid meetings during tender process.

5. Based on the summary of contracts, IEMs will analyse whether appropriate mode of tendering is being adopted by the organization i.e. limited tender mode or nomination mode are not unduly used, number of bidders are not too low, large number of bidders are not excluded while judging the eligibility or during technical bid evaluation stage, and whether particular firm or set of particular firms is repeatedly getting contracts etc. Based on their analysis, the IEMs can suggest to the Management suitable systemic improvement(s) and measures to improve objectivity in decision making, capacity building etc.
6. It would be desirable to have structured meetings of the IEMs with the Director General, CPWD on a half yearly basis to discuss/review the information of tenders awarded during the proceedings six months period. Additional sittings however can be held as per requirement. All such meetings should be minuted.
7. IEMs should examine the process integrity; they are not expected to concern themselves 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 of CPWD.
8. The role of IEMs is advisory, 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. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
9. In the event of any dispute between the CPWD 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 mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular disputes resolution. The fee including expenses is Rs. 25,000 (Rs. Twenty five thousand only), on dispute resolution shall be equally shared by both the parties.
10. All IEMs should sign non-disclosure agreements with the CPWD. They would also be required to sign a declaration of absence of conflict of interest. In case of any conflict of interest at a later date from an entity where IEM is or has been consultant, the IEM should inform the CVO and recuse himself from that case.
11. In case of any misconduct by an IEM, the Director General, CPWD will bring it to the notice of the Central Vigilance Commission detailing the specific misconduct for appropriate action at the Commission's end.

This issues with the approval of Director General, CPWD.

भवदीय,  
  
05.02.2024  
(वी.पी. साहू)  
अधीक्षण अभियन्ता (सी. एण्ड एम्)  
EELC





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No. CSQ/CM/18(2)/IEM/2024/83

e-file no. 9085483

Dated : 05-2-2024

To

**Dr. Ravindra Kumar Srivastava**  
**A6 Anand Niketan,**  
**New Delhi - 110021**  
**email: [srivastava.rks@gmail.com](mailto:srivastava.rks@gmail.com)**  
**Mobile: 9999985440**

**Sub:- Appointment as Independent External Monitor (IEM) for Implementation of Integrity Pact in CPWD with effect from 5<sup>th</sup> February, 2024.**

Sir,

Central Public Works Department (CPWD) executes various types of construction and maintenance works for Central Government through e-tendering in a fair and transparent manner. The Central Vigilance Commission (CVC) has advised implementation of Integrity Pact (IP) in all major procurements. The integrity pact is applicable for the tenders having estimated cost put to tenders as Rs.300 Crore and above.

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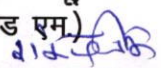
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Dated : 05-02-2024

To

**Sh. Vijay Kumar Singh**  
**Flat No. 502, Tower 29,**  
**Lotus Boulevard, Sector-100,**  
**Noida (U.P.) - 201304**  
**email: [ksingh\\_vijay@yahoo.com](mailto:ksingh_vijay@yahoo.com)**  
**Mobile: 9717581113**

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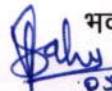
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21.02.2024  
EECC