

No.31024/6/2017-D(vig)
Government of India
Ministry of Defence
D(Vigilance)

Room No.341-A, 'B' Wing,
Sena Bhawan, New Delhi-110017
Dated: 04.12.2017

OFFICE MEMORANDUM

Subject: Appointment of Independent External Monitors (IEMs) in Ministry of Defence.

Ministry of Defence has decided to appoint the following panel of retired Central Government Officers as Independent External Monitors with effect from 04.12.2017. This panel is in addition to the panel of IEMs already appointed vide MoD OM No.1(11)/D(Acq)/16 dated 14.07.2017.

- 1) Shri Hem Kumar Pande, IAS(Retd),
S-318 (First Floor) Panchsheel Park, New Delhi-110017
- 2) Shri Anjan Kumar Banerjee, IA&AS (Retd.), Ex-Dy. C&AG,
Flat No.403, Block B2, Eldeco Elegance, Vibhuti Khand, Gomti Nagar, Lucknow 226010 U.P.

2. The appointment of the Independent External Monitors under these orders shall be governed by the following terms and conditions:-

- 2.1 Tenure : 3 years with effect from 04.12.2017.
- 2.2 Fee : Each Independent Monitor shall be paid a consolidated amount of Rs.50,000/- (Rupees fifty thousand) per month. This will be independent of any Pension and allowances already being drawn by them.
- 2.3 TA/DA : TA/DA in connection with official duties shall be allowed to each Independent Monitor as per normal rates applicable to a serving officer of an equivalent rank.
- 2.4 Transport : Reimbursement of conveyance charges on the same terms and conditions as admissible to any serving officer of an equivalent rank under Delegation of Financial Powers Rules.

3. The role and duties of the above Independent Monitors will be as per Revised Standard Operating Procedure issued by CVC vide their Circular No. 02/01/2017 dated 13.01.2017 and will include Works cases of Military Engineering Services (MES) and Border Roads Organisation (BRO). Accordingly, the role and duties of IEMs appointed vide earlier O.M. dated 14.07.2017 stands amended.

4. Independent Monitors would be required to sign and return a Confidentiality Agreement (Annexure) within 15 days from the date of issue of this OM. The Agreement may be initialled on all pages and full signature affixed on the last page.

5. These orders shall be uploaded on the website of the Ministry of Defence (www.mod.nic.in).

6. These orders issue with the approval of RM and concurrence of MoD(Fin) vide their Dy. No.6417/FA(DS)/17 dated 20.11.2017.

Encl: As above.

(H.M. Kundlia)

Under Secretary to the Government of India

Tel. 2379 3841

To:

1. Shri Hem Kumar Pande, IAS(Retd), S-318 (First Floor) Panchsheel Park, New Delhi-110017
2. Shri Anjan Kumar Banerjee, IA&AS (Retd.) Ex-Dy. C&AG, Flat No.403, Block B2, Eldeco Elegance, Vibhuti Khand, Gomti Nagar, Lucknow 226010 U.P.

Copy to:

| | | | |
|------------|-------------|-------------|-------------------|
| VCOAS | VCNS | VCAS | DG(CG) |
| AS(J) | AS(DP) | AS&FA(Acq.) | E-in-C DGBR |
| JS&AM (LS) | JS& AM (MS) | JS&AM(Air) | |
| JS(Army) | JS(Navy) | JS(Air) | ✓ JS(Works) & CVO |
| FM(LS) | FM(MS) | FM(Air) | |
| TM(LS) | TM(MS) | TM(Air) | |

Copy also to (with reference to para 3 of the OM):-

- (i) Shri Keshav Desiraju, IAS (UK:1978)(Retd.), Flat B, 25 Radhakrishnan Salai, 9th Street, Mylapore, Chennai-600004.
- (ii) Shri Arvind Kumar Awasthi, IAAS:1975 (Retd.), C1/10, Pandara Park, New Delhi-110003.
- (iii) Shri A.K. Manchanda, IRS:1976 (Retd.), B3/60, 3rd Floor, Safdarjung Enclave, New Delhi-110029.

Copy for information and necessary action (refer para 2):

1. JS(E)
2. PCDA, New Delhi
3. AO(Cash)
4. Def Fin (MO)

Copy also for information to:

- i) Director, RM Office
- ii) PS to RRM
- iii) SO to Defence Secretary
- iv) PPS to Secretary (DP)
- v) PPS to Secretary (R&D)
- vi) PPS to FA(DS)
- vii) PS to DG (Acq.)

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CONFIDENTIALITY AGREEMENT

This Agreement (hereinafter called Agreement) is made on day of the month of2017, between, on one hand, the President of India acting through Sh..... Joint Secretary, Ministry of Defence, Government of India (hereinafter called the "Ministry of Defence", which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the first Part and Sh.....(hereinafter called the Independent Monitor" which expression shall mean and include, unless the context otherwise requires, his successors) of the Second Part.

1. Preamble

1.1 Whereas the Ministry of Defence, Government of India, is proposing to appoint separate panel of Independent Monitors for works cases of Military Engineering Service (MES) and Boarder Roads Organisation (BRO);

1.2 Whereas the Pre-Contract Integrity Pact provide for appointment of Independent Monitors for the purpose of monitoring of various provision of the said Pact and whereas the said Pact provides for perusal of the relevant records of the Ministry of Defence by the said Independent Monitors in connection with the relevant procurement case on which the said Integrity pact has been signed with the bidders;

1.3 Now, therefore, with a view to ensuring and maintaining the complete and total confidentiality of every official information contained in any file, document, records, brief, presentation, electronic or telephonic medium, as may be made available by the Ministry of Defence to the Independent Monitors.

The parties hereto hereby agree as follows:-

2. Objective of the Agreement

2.1 The objective of this Agreement is to ensure non-disclosure of all official information by the Independent Monitors, to which they will have access through their perusal of any official record, file, document, presentation, electronic or telephonic exchange, as part of their functions so as to preserve the secrecy and confidentiality of defence-related official information.

3. Obligation of Independent Monitors

3.1 An Independent Monitor shall make use of all official information made available to him by the Ministry of Defence solely and exclusively for the purpose of the duty assigned to the Independent Monitor and shall not in any case, disclose any of such information to any third person whosoever.

3.2 An Independent Monitor shall not make copies of any official document, file and record made available to him/ her by the Ministry of

Defence and shall not in any other way retain with himself/herself any of such information for any period longer than what is required for performing his/her function as referred to him/her by the Ministry of Defence and soon after his/her purpose is served, all such official documents, file and record shall be returned by him/her to the Ministry of Defence in the same form in which it was received by him/her.

3.3 An independent monitor shall, in all circumstances, not reveal or divulge any information to any third person whatsoever, which is passed on to him/her by the Ministry of Defence either through electronic medium or through any form of any communication.

3.4 Any official information, which comes to the knowledge of any Independent Monitor in the performance of his / her function as an Independent Monitor, shall not be revealed or divulged by him / her to any third person whatsoever not only during his / her tenure as an Independent Monitor but also during any point of time when he / she ceases to be such an Independent Monitor.

3.5 An Independent Monitor, on having been provided with official files, records, documents etc. shall in all circumstances, ensure the safe custody of all such official records and documents till such time these are in his / her custody.

4. Obligations of the Ministry of Defence

4.1 The Ministry of Defence shall make available all files, records, documents pertaining to the case and sought by Independent Monitor in such a way as to deliver the same in the personal custody of Independent Monitor.

4.2 The Ministry of Defence shall make reasonable arrangement in its office premises to enable the Independent Monitor to peruse the file, records, documents etc. as sought by him.

4.3 The Ministry of Defence shall incur expenditure in accordance with the orders issued by it in connection with the travel expenses of Independent Monitor from the place of his ordinary residence to the office premises of the Ministry of Defence.

Penalties for Breach

5. In case any breach of any of the clauses of this Confidentiality Agreement is committed by an Independent Monitor, he / she will himself / herself render liable to the following action by the Ministry of Defence, Government of India:-

(i) The said Independent Monitor shall forthwith be removed from such capacity, pending an inquiry into the matter, as instituted by the Ministry of Defence.

(ii) The said Independent Monitor shall fully co-operate with the Inquiry as instituted by the Ministry of Defence, Government of India, and shall provide such information as called for by the Inquiry Officer (s) and shall also

make himself / herself available for personal appearance before the Inquiry, as and when required.

(iii) In case any breach of the provisions of this Agreement is found by the Inquiry to have occurred, for which an Independent Monitor is jointly or severally found responsible, then appropriate legal action as per the extant civil and/ or criminal laws shall be taken against the said Independent Monitor.

Duration of this Agreement

6. This Agreement shall commence after the same is signed and returned to the Ministry of Defence, accepting the terms contained herein.

Law and Place of Jurisdiction

7. The provisions of the Agreement shall be governed under the Indian Law as applicable in the territory of Union of India and the Courts of Law located in New Delhi shall have jurisdiction in the matter.

Having so set out the terms of this Agreement, the parties to this Agreement hereby on this day..... of the Month and year..... at New Delhi sign the Agreement with full intention of carrying out the provisions thereof.

For and on behalf of the President of India

Independent Monitor

Joint Secretary
(Representing the Ministry of Defence, Govt. of India)

